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CURRENT TOPICS.

ON WEDNESDAY Mr. Justice JELF disposed of his list by 1.35,
several of the motions being adjourned at the request of the
parties. There will be no further sitting in court during the
present vacation.MR. SAMUEL HILL SMITH LOPTHOUSE, barrister-at-law, has
been appointed Recorder of Doncaster in the place of Mr.
STUART CUNNINGHAM MACASKIE, K.C., who has been appointed
Recorder of Sheffield.As we anticipated a fortnight ago, the second day of the
Michaelmas Sittings will be a holiday at the Royal Courts.
We publish elsewhere an authoritative notice stating that the
courts and offices will be closed on that day "on the occasion
of the Royal procession." Considering that, notwithstanding
the procession, anyone could reach the courts by Carey-street,
this order appears to lack the justification of necessity.IT HAS BEEN announced this week that the Hungarian
Government have discarded the use of typewriting for official
documents, on the ground that the ink will not remain visible
for more than eight or ten years. Singularly enough, the
subject was brought to our attention only last week by having
to peruse a typewritten completed draft, dated only three
years ago, which was so faint as to be in places almost
illegible. Of course we are unable to say whether the draft
was originally typewritten in very light violet ink, but we can
scarcely suppose that this was the case, and we imagine that
the ink must have faded or been rubbed off by frequent
handling. We have found that one of the evils of violet
typewriting is that it often, perhaps usually, comes off on
to the hands of anyone running his finger over the lines. Is
it not probable, also, that the violet ink used in typewriting
contains aniline colour, which is notoriously fugitive? We
have never been able to understand why black ink is not
invariably used for typewriting. That it can be so used if so
course clear from the numerous documents one sees "typed" in
that colour; and we do not know why the black ink used should
not be as permanent as that supplied for ordinary writing. It
appears to be very advisable to obtain some guarantee from the
sellers as to the permanence of the so-called "ink ribbon" used
in typewriting machines.AMONG THE cases in which service out of the jurisdiction is
allowed by R. S. C., ord. 11, r. 1, is that specified in clause (e)
where the action is founded on the breach within the jurisdiction

of a contract, wherever made, which ought to be performed within the jurisdiction. Where, as in *Holland v. Bennett* (1902, 1 K. B. 867), the breach has been effected by a letter posted abroad to a person in England, a nice question arises whether the breach has taken place abroad or in this country. In that case the defendant, the proprietor of a New York paper, who resided in France, employed the plaintiff as the London correspondent of his paper. He posted at Naples a letter to the plaintiff giving two weeks' notice of dismissal. The plaintiff brought an action for wrongful dismissal and obtained leave to serve the writ on the defendant abroad, upon the ground that the breach of contract had taken place within the jurisdiction. It is to be remembered, however, that where a contract is made by written and posted acceptance of an offer, the contract is complete as soon as the letter of acceptance is posted (*Henthorn v. Fraser*, 40 W. R. 433; 1892, 2 Ch. 27), and it does not seem necessary to establish any different rule for the breach of the contract. The Court of Appeal held, accordingly—though the doctrine as to formation of the contract does not seem to have been referred to—that the breach took place on the posting of the letter; that is, it took place abroad. Consequently clause (e) of ord. 11, r. 1, did not apply, and the order of BUCKNILL, J., setting aside the service of the writ was affirmed.

IN THE CASE of *Hutchinson v. Stevenson* (39 Scottish Law Reporter, 789) a question of some novelty arose under the Saw of Food and Drugs Acts, 1875 and 1899. By section 14 of the earlier Act the person purchasing any article with the intention of submitting the same to analysis shall notify to the seller his intention to have the same analyzed by the public analyst, and shall offer to divide the article into three parts, each part to be marked and sealed or fastened up in such manner as its nature will permit, and shall, if required to do so, proceed accordingly, and shall deliver one of the parts to the seller. By section 21 the certificate of the analyst is *prima facie* evidence for the prosecution, and by section 22 the justices, at the request of either party, may cause any article of food to be analyzed at Somerset House. The defendant was convicted for selling milk which was not of the quality of the article demanded. At the hearing he requested that the prosecutor might be ordered to produce the third sample of milk which had been taken by him, and to send the sample to Somerset House for analysis. It then appeared that the bottle containing the sample had burst some days before. The prosecutor contended that although the sample had ceased to exist, he was entitled to a conviction if he could prove by competent evidence that the milk was not of the proper quality. The Court of Session quashed the conviction, saying that the misfortune which had befallen the prosecution was of the same character as the loss of necessary evidence in criminal proceedings. The defendant had a right to insist that the sample should be analyzed at Somerset House, and this right was in the nature of a right of appeal, of which he had been deprived by the act of the prosecutor.

ACCIDENTS from collision with motor-cars are not unknown in England, and in France they are so numerous as to form a constant subject of discussion in the newspapers. The French Code of Procedure requires the plaintiff in a personal action to commence proceedings in the court of the district in which the defendant is domiciled, and this provision is said to lead to great injustice in cases where the defendant is charged with negligence in driving a motor-car. The speed of these cars is so great that the owner of one of them is able to drive across the greater part of France in two or three days. A farmer in the neighbourhood of Calais who has been injured, or whose cattle have been injured, by a motor-car, finds that the home of the defendant is in the extreme south of France, and shrinks from the expense and delay of an action in so remote a district. It might naturally be supposed that there would, in all civilized countries, be one general rule as to the place of trial of personal actions. But even in the procedure of our own country it is difficult to recognize any such general rule. In the case of actions in the High Court, the plaintiff has now an absolute right of fixing the place of trial, subject to the defendant's shewing such a preponderance of convenience elsewhere as to oust this right.

We are not disposed to find fault with this rule, and it would probably satisfy those who wish to reform the French Code; but the origin of our practice in this respect is not to be found in reason and convenience, but in the old technical law of venue, which made a distinction between transitory and local actions, enabling a transitory action to be tried in any county, the place not being material. But in the case of actions in the county courts which were created by the Legislature, it was enacted, as a general rule, that the plaintiff must sue the debtor in the district of the latter—or, in other words, that the dwelling-place or place of business of the defendant determines the district in which the plaint is to be entered. This law, like the French procedure, has been freely criticized. It is said to be contrary to the general principle that the debtor should find the creditor in order to pay him. The application of the principle has accordingly been modified so as to promote the local administration of justice, and a plaintiff may now, by leave, commence an action in the district in which the cause of action or claim wholly or in part arose. In this result, the plaintiff who commences an action in the county court for £50 cannot be said to have the same right of fixing the place of trial as the plaintiff who commences an action in the High Court for the same amount, and it is difficult to explain this distinction on any ground of convenience. In the case of the county court, it must often be a great inconvenience for the plaintiff to go to a court at a considerable distance from his own place of business for the purpose of taking out process and afterwards proving his case. And the ordinary litigant cannot, without legal assistance, be competent to decide whether the cause of action "wholly or in part" arose within a particular district. It is difficult to avoid the conclusion that the rule as to the place of trial with regard to the superior or the inferior court is capable of some amendment.

THE NEWSPAPERS lately have contained many accounts of meetings at which resolutions have been passed in favour of persons refusing to pay rates, because a portion of the rates are intended to be used for a purpose of which these persons disapprove. It is quite outside our province to enter into any political discussion, and we do not desire to express an opinion on the matter in controversy, but it may be desirable to point out to persons who are compelled by Parliament to pay rates for a purpose which is distasteful to them, that the only way to get relief is to return members to Parliament of their own way of thinking who will bring about a change in the law; and that by refusing to pay rates they will not only bring trouble upon themselves but defeat their own object. In most parishes where there is a school board the contribution of the ratepayers towards the expenses of the school is raised as part of the poor rate. The rate book does not shew the proportion of the poor rate required to meet the demands of the school board, and the overseers have no authority to accept from a ratepayer any sum less than the full amount he is called upon to pay. A ratepayer, therefore, must either pay the full amount of poor rate for which he is assessed, or he will be in default altogether. But if he is in default in the payment of his rates, he will *ipso facto* lose his right to be on the register of voters entitled to vote for a member of Parliament. By section 3 of the Representation of the People Act, 1867, as extended by the Act of 1884, it is a condition for the household franchise that the occupier of a dwelling-house "has on or before the 20th day of July in the same year paid an equal amount in the pound to that payable by other ordinary occupiers in respect of all poor rates that have become payable by him in respect of the said premises up to the preceding 5th day of January." Payment of rates is also required in respect of the £10 occupation qualification. If such rates are not paid, it becomes the duty of the overseer to make out a list of persons in default. This list is open to public inspection, and the overseer is prohibited from entering the name of any person in such list upon the occupiers' list of electors. If he does so enter any such name, any other elector may of course object to that person at the revision court, and his name must be removed. It would appear, therefore, that for persons who wish to bring about a change in the law to refuse to pay rates

would be a suicidal policy. It would merely bring about their own disappointment, and render them powerless to assist in returning a member to Parliament who would further their object.

THE STRICTNESS with which the law in general enforces the provision of the Wills Act, 1837, requiring all testamentary dispositions to be duly made in accordance with the provisions of the Act, is subject to an exception in the case where a testator seeks by directions outside his will to fasten a trust upon property which he has disposed of by his will, and an interesting decision on the extent to which the trust is recognized in the administration of the estate was given by the Court of Appeal in *Re Maddock* (50 W. R. 598; 1902, 2 Ch. 220). That the court will recognize the trust as binding on the legatee, provided he has been informed of it by the testator and has assented to it, has been admitted in numerous cases, and in *Jones v. Badley* (L. R. 3 Ch. 363) Lord CAIRNS, L.C., said: "Where a person, knowing that a testator, in making a disposition in his favour, intends it to be applied for purposes other than for his own benefit, either expressly promises, or by silence implies, that he will carry the testator's intention into effect, and the property is left to him on the faith of that promise or undertaking, it is in effect a trust, and in such a case the court will not allow the devisee to set up the Statute of Frauds, or, rather, the Statute of Wills, by which the Statute of Frauds is now in this respect superseded." It may be doubted whether this refusal of the courts to give effect to the express provisions of a statute can be in principle justified, but as a matter of practice it is well established. In the present case a testatrix had devised her real estate, and had bequeathed the residue of her personal estate, to A., who was one of the executors, and by a subsequent written memorandum, not attested as a will, she had expressed a wish that a specified part of the residue should go to other persons, whom she named. The memorandum was communicated to A. by the testatrix, and she admitted that it created a valid trust binding on her in favour of the persons named. But the residuary personal estate, other than that affected by the memorandum, was insufficient to pay the debts of the testatrix, and hence it became a question whether the memorandum was to be admitted, not simply as creating a trust on such property as, in the absence of the memorandum, would ultimately come to A., but as creating, as against A., a specific bequest of the property included in it. It could not, indeed, be treated as a specific bequest for the purpose of altering the rights of other persons taking under the will. But if it was a specific bequest as against A., then, instead of the debts being paid out of the entire residue before resort was had to the realty, as soon as the free personalty was exhausted, the devised realty and the personalty affected by the trust would have to contribute rateably. KEREWICH, J. (50 W. R. 54; 1901, 2 Ch. 372), took the view that the memorandum could not be taken into account in determining the order of administration, but the Court of Appeal held that the jurisdiction of the court ought not to be thus limited. Inasmuch as the trust was binding on A., it bound her to distribute the estate in such a manner as, so far as she was concerned, to give full effect to it. Hence the part of the residue included in the memorandum was to be treated as specifically bequeathed, and, consequently, as only liable to contribute to debts rateably with the realty devised to A.

IT MAY be convenient if we again call attention to the changes in the procedure with respect to the administration in bankruptcy of small estates under section 122 of the Bankruptcy Act, 1883, made by the new Bankruptcy (Administration Order) Rules which come into force on the 24th inst. They entirely supersede the existing rules—those of 1888—and will apply, so far as may be practicable, to all proceedings under administration orders pending on that day. Section 122 applies, as is well known, to cases where a debtor against whom judgment has been obtained in the county court alleges that his whole indebtedness does not exceed £50, and, as hitherto, he will apply for an order by filing a request and statement in writing in the prescribed form, including a statement whether he proposes to pay his debts in full or to pay a composition. Hitherto it has been provided

by rule 6 (7) of the rules of 1888 that where the debtor proposes to pay a composition, the order must be for payment in full if the composition is dissented from by a majority in number and value of unsecured creditors. This provision is now omitted, and, in lieu of it, creditors are entitled, at the hearing of the request for an order, to object to the composition or the instalments which the debtor proposes to pay (rule 7 (2)). Another change in favour of debtors is made by rule 6, which provides, in analogy to section 10 (2) of the Bankruptcy Act, 1883, that at any time between the filing and the hearing of the request, the judge or registrar may stay proceedings on any execution, judgment summons, or order of commitment against the property or person of the debtor in respect of any of the scheduled debts. By sub-section 3 of section 122 of the Bankruptcy Act, 1883, it is provided that the county court in which the judgment has been obtained, and to which the judgment debtor makes his request for an order, may, if it cannot conveniently administer the estate, send a certificate of the judgment to the county court in the district of which the debtor or the majority of the creditors reside, and thereupon jurisdiction is conferred upon the latter court. The procedure in this respect is now prescribed by the rules, and the transfer may take place either before, or at the hearing of, the request. Thus rule 4, which directs that, where a request has been filed, the registrar shall appoint a day for hearing, has a proviso that if, on the filing of the request, it appears that the debtor or the majority of the creditors reside in the district of another county court, the registrar may, before appointing a day for the hearing, refer the matter to the judge, who may either direct the request to proceed, or, if he is of opinion that it would be inconvenient for his court to administer the estate, may order the request and a certificate of the judgment to be forwarded to the other court, and the latter court can thereupon proceed on the request. Before making the order the judge may, if he thinks fit, give notice to the debtor to attend to shew cause. Under rule 7 (9) a similar transfer may be made by the judge at the hearing of the request.

A CHANGE of some importance is made also in respect of the appointment of a person to have the conduct of the order. Under the former rules (rule 12) the court might, if it thought fit, or was requested by the majority of the creditors present at the hearing, appoint a person to have the conduct of the order, and might afterwards remove him. For this permissive provision there is now substituted the positive enactment of rule 13 that the judge shall appoint some person to have the conduct of the order, and may at any time afterwards remove him and appoint another person in his place. And upon the person so appointed various duties are imposed. If default is made in payment of any instalment, he must either apply for a judgment summons or, if it appears that the debtor is unable to pay by reason of illness or other unavoidable misfortune, he must apply to the judge or registrar under rule 17. He must also bring to the attention of the judge any facts becoming known to him on which the administration order might be set aside. Upon an application for a judgment summons the judge may under rule 14, as hitherto, if satisfied that the debtor has not had the means to pay, direct that the order shall be deemed to have been suspended during the period covered by the default, or he may—and this power is new—make a new order for payment of the amount remaining due under the order by instalments. Rule 17 provides for the case of a debtor being unable to pay any instalment by reason of illness or other unavoidable misfortune. Hitherto either the judge or the registrar has been empowered under such circumstances to suspend the order for a term not exceeding three months, or to make a new order for payment by instalments. This limit on the period of suspension is now removed: the registrar may suspend the operation of the order until the next sitting of the court, and then the judge may from time to time suspend it for such time as he shall direct, or may make a new order for payment by instalments. Several new rules are added regulating the payment of dividends, and, in particular, by rule 26 provision is made for posting in the court-house a list

of unclaimed dividends, and for payment of such dividends after they have been handed over to the Treasury.

A SOMEWHAT remarkable litigation is recorded in the report of the case of *Spurrier v. La Cloche* (1902, A. C. 446), before the Privy Council recently on appeal from the Royal Court of Jersey. The respondent, LA CLOCHE, had taken out through the appellant, SPURRIER, who was an agent in Jersey for the Sun Fire Office, a policy for £1,000 on a collection of foreign stamps. Among the conditions indorsed on the policy was one for reference to arbitration of any difference arising as regards the liability, or extent of liability, of the company in respect of any claim for loss by fire, and the submission to arbitration was to be subject to the Arbitration Act, 1889, and might be made a rule of the High Court. And the condition expressly declared that it should be a condition precedent to the liability of the company in respect of any claim that it should, if not admitted, be referred to arbitration, and the claimant was to have no right of action against the company except for the amount of the claim as admitted, or as ascertained by arbitration. Now the effect of such a clause as this was settled by the House of Lords in *Scott v. Avery* (5 H. L. C. 811). At first sight it seems contrary to principle that the plaintiff should have no right at all to sue upon the policy until the amount due to him has been ascertained by arbitration; but the objection disappears when it is seen that there is no sum due and payable at all until the arbitration has taken place. As it was put by MAULE, J., in that case in the Exchequer Chamber (8 Ex. 499), in a passage quoted by Lord LINDLEY in the present case, "There is no decision which prevents two persons from agreeing that a sum of money shall be payable on a contingency; but they cannot legally agree that when it is payable no action shall be maintained for it." In the present case the collection of stamps had been destroyed by fire, and LA CLOCHE had given notice of loss to the Sun Fire Office. Each party appointed an arbitrator, but the arbitrators could not agree upon an umpire. Instead of applying to the High Court, LA CLOCHE brought an action for the £1,000 in the Royal Court of Jersey, and that court adopted the somewhat singular course of summoning the arbitrators before it. The Sun's arbitrator objected to the jurisdiction, and the court thereupon removed him, and, since the Sun would not appoint another, gave judgment, after assessment of the damages, in favour of the plaintiff for £1,000.

WHAT THE result would have been had the contract contained in the policy of insurance been subject to Jersey law, we cannot say. It was argued, upon the appeal of the Sun Fire Office to the Privy Council, that according to that law the condition in question was illegal so far as it excluded the jurisdiction of the court over the contract. Upon this argument it was unnecessary to pass an opinion, since it was held to be clear that the contract was subject to English law. "Where a contract," said Lord HERSCHELL in *Hamlyn & Co. v. Talisker Distillery* (1894, A. C., p. 207), "is entered into between parties residing in different places, where different systems of law prevail, it is a question, as it appears to me, in each case, with reference to what law the parties contracted, and according to what law it was their intention that their rights either under the whole or any part of the contract should be determined." It is purely, therefore, a question of the intention of the parties, and the fact that the contract in dispute in that case contained a provision for reference to two members of the London Corn Exchange or their umpire was held to be strong evidence that the English law was meant to govern it. A like effect was naturally ascribed to the provision in the contract in the present case for reference to arbitration under the English Arbitration Act, and it was held accordingly by the Privy Council that the contract was to be governed by English law. It followed that, whether an action was brought on it in England or in Jersey, the English law as settled by *Scott v. Avery* (*supra*) applied, and hence there was no right of action in the Jersey court until the amount of the claim had been settled by arbitration. The action of the Jersey court in removing the arbitrator of the Sun Fire Office was, as Lord LINDLEY pointed out, wrong—first, because he

had done nothing to justify his removal; and, secondly, because, if he had, the court in Jersey was not the proper tribunal to remove him. The judgment of the Royal Court was therefore reversed, and a very unfortunate litigation was disposed of adversely to the plaintiff.

THE BANKRUPTCY REPORT FOR 1901.

THE report of the Inspector-General in Bankruptcy for the year 1901, which has just been issued, shows a slight decrease in the number of receiving orders as compared with the previous year, and a slight increase in the number of deeds of arrangement. The number of receiving orders for 1900 was 4,410, and for 1901 4,244, the decrease being thus 166; the deeds of arrangement for the same years were 3,354 and 3,369, an increase of 15. For practical purposes the figures may be regarded as stationary, and the total variations during the ten years included in the table are by no means large. The highest number of receiving orders was 4,874 in 1893, and the lowest 4,074 in 1897; the corresponding figures for deeds of arrangement were 3,938 in 1893 and 2,974 in 1899. Thus for each class of insolvency the most disastrous year was 1893. Curiously enough, the total liabilities as estimated by the debtors in each case vary in a contrary way to the number of insolvencies. While 1901 shows a decrease in the number of receiving orders, it shows an increase of £315,005 in the liabilities, the total amount being £6,794,320; and while the same year shows an increase in the deeds of arrangement, there is a decrease of £263,169 in the liabilities, the total amount being £4,000,441. The assets as estimated by the debtors in either class were £3,242,445 and £2,255,012; but the estimated assets are very different from the amount ultimately realized, and for the purpose of finding the estimated loss to creditors two-thirds are deducted for costs of, and loss on, realization in bankruptcy, and 40 per cent. in arrangements; so that the loss to creditors comes out at £5,666,872 and £2,647,434 respectively—a total of £8,314,306.

This figure, perhaps, does not represent the total loss by insolvency, since it takes no account of friendly arrangements which never come under official cognizance. The extent to which these are affected is in dispute between the Inspector-General and the *Times*, and Mr. JOHN SMITH believes it to be an entire mistake to suppose that they occur to such an extent as to exercise any appreciable influence on bankruptcy statistics. He quotes the opinion of two bank managers of large experience, one of whom states: "I have practically no experience of any such cases. It is really astonishing how little money we lose as the result of insolvencies. Frauds account for nearly all, and happily they do not often come." And the other, who is said to represent one of the largest banks in England, says: "Only one case has ever come under my notice of such an arrangement." We are not clear that in such a matter bank managers are particularly good witnesses. It would be much more to the point to make inquiry of a merchant with extensive connections or of a solicitor in large practice, and it is somewhat amusing to find a bank manager chuckling at the slowness of his loss from insolvencies. It seems to be no part of the business of a bank to incur the risk of loss from insolvency. With an ordinary trader the risk is part of his business, but a bank is in a different position. It is safe to say that there will always be some amount of insolvency which is arranged in a friendly manner, but it is not possible to arrive at any effective estimate of its extent.

Among the details which are given with reference to insolvency in particular trades and occupations, it is noteworthy that while the total liabilities among solicitors shew a decrease of £178,340, the number of failures has increased from 32 to 55. And some interesting figures are given with respect to cases in which the unsecured liabilities were £20,000 and upwards. The number of such cases for 1901 was 40, as compared with 32 in the previous year, and the increase occurred in the class of cases in which failure is attributable to financial and speculative enterprise apart from ordinary trading. The distinction is one which, as Mr. SMITH points out, is not always easy to make, but of the 40 failures, he puts down only 7 as cases of ordinary trading, and 29 as cases of financial and speculative enterprise. One is classed as due to extravagance and gambling and 3 as miscel-

laneous. The 29 cases account for liabilities of a total amount of £1,524,400. In 1900 the same causes produced only 17 failures, with liabilities to the extent of £881,500. Corresponding figures for cases administered under deeds of arrangement are not available.

Mr. SMITH, whose report is by no means confined to the presentation of statistics, discusses the question whether our bankruptcy law has really any great effect upon the amount of insolvency, and he refers to the opinion, said to be held by some county court judges, that its influence in this respect is very limited. He admits that this view is well founded as regards failures due to speculative finance, and, indeed, in face of the figures just quoted, it is difficult to arrive at any other conclusion; but he strongly upholds the effectiveness of the bankruptcy law for ordinary traders. Something, it has been suggested on the other side, may be due to improved methods of bookkeeping, and the more systematic audit of accounts by professional accountants. The exact knowledge of a man's position is a strong inducement for him to check his operations before they have carried him too far. But it may reasonably be granted that, as Mr. SMITH puts it, "the penalties of reckless trading and commercial misconduct are under the present law sufficiently serious to act as a strong deterrent." Of course, however, such considerations do not touch the very large class of cases in which failure is due to misfortune.

It is interesting to note the observations made by Mr. SMITH on the employment of solicitors by official receivers. The number of applications by official receivers to employ solicitors which were sanctioned by the Bankruptcy Department during the year were 769, and the total estimated costs of the proceedings for which they were employed was £11,804. Compared with the corresponding particulars for 1900, these figures shew an increase of 207 applications, and an increase of about £3,000 in costs. Proceedings, it is said, necessary for defending estates from unjust attack or recovering assets unjustly withheld "have been a marked feature of the business of the past year, and have added considerably to the work of the department, as not only are the circumstances fully investigated by it before sanctioning the employment of solicitors, but limits of cost proportioned to the importance of the object sought to be obtained are fixed in every case, and these limits cannot be exceeded without further sanction, which is only given on further reports by the official receivers at each successive stage in the proceedings." Mr. SMITH refers with pardonable pride to the fact that under this system the number of cases in which official receivers fail is extremely small. It follows also that the actual cost to the estates does not by any means reach the figure of the estimated costs sanctioned at the outset. "Although the average annual costs sanctioned during the past three years was £9,475, the average total costs actually charged in estates closed in that period was only £4,423." The difference is due partly to the fact that the entire amount of costs sanctioned has not always been incurred, and partly to the fact that costs have been recovered from the other side. In pursuance of his policy of making the report a defence of his department Mr. SMITH points out that the increase in the litigious business ought to be regarded, not as an increase in the cost of bankruptcy administration, but as evidence of increasing vigilance on the part of official receivers in protecting the estates under their charge, and defeating attempts on the part of the bankrupts and others to evade the provisions of the law. This vigilance is doubtless a good thing, but while we are upon the subject it may be useful to remind solicitors that they should be very careful not to undertake any work on behalf of a bankrupt's estate unless their retainer for the particular work has been duly sanctioned: see Bankruptcy Act, 1883, ss. 57, 73; and Bankruptcy Act, 1890, s. 15. The recent case of *Re White* (ante, p. 569), following *Re Vavasour* (48 W. R. 543; 1900, 2 Q. B. 309) shows that the neglect of this precaution, and the acceptance of a retainer in general terms, may involve the entire disallowance of the costs on taxation.

An important section of Mr. SMITH's report is devoted to an attempt to justify the high percentage of the costs of bankruptcy upon the total value realized. A contemporary has endorsed the opinion that, except the Irish, the English system is "the most expensive bankruptcy system in the

world," and that while the Judicial Statistics for Scotland shew that the average expense of bankruptcy proceedings is between 11 and 12 per cent. of the gross assets, in England the average expense, calculated on the same basis as in Scotland, is, in the case of bankruptcy, about 28, and, in the case of deeds of arrangement, about 18 per cent. With the details of the argument by which Mr. SMITH seeks to refute these figures we need not trouble our readers. By making certain deductions from the amount of realization in Scotch cases so as to bring the two systems to a level, and by extending the average over five years, he makes the percentage of costs to net realization 24 in Scotland and 27 in England; and these figures, he points out, are not conclusive of relative cost, for much depends on the value of the estate realized. The average percentage on an estate of £100 may, it seems, be taken at about 40 per cent., while on an estate of £100,000 it is less than 8 per cent.; and the average value of English estates is £241, while that of Scotch estates is £943. But Mr. SMITH really gives away his case by the remarks with which he opens the discussion. "I have given," he says, "most careful attention to this subject during the past nineteen years, and every effort has been made to effect a reduction, but I am of opinion that any material reduction in the general average of costs is practically impossible, without resulting in a money loss to creditors, as well as in diminished efficiency in securing those higher results in which the whole community is interested and which it is one of the main objects of the present bankruptcy law to promote." This certainly sounds excellent, but perhaps it shews a little too clearly that the costs of bankruptcy proceedings come out of the wrong pockets. If our bankruptcy system exercises such a wholesome effect on the community generally, perhaps the community will be glad to pay for it and not impose this burden upon creditors who in any case are bound to be heavy losers. We quite admit that bankrupt estates can in the nature of things only be realized at a heavy loss, but it seems to be unfair to swell this loss by imposing on the estate fees in which the creditors of the estate have no special interest. The total official bankruptcy expenditure is given as £154,858, of which £49,308 is raised by stamps and £63,889 by fees received in cash. It seems to be very questionable whether, having regard to the object of the bankruptcy system as stated by its official exponent, these stamps and fees are justifiable.

A READING OF THE NEW STATUTES.

THE MIDWIVES ACT, 1902 (2 ED. 7, c. 17).

It is satisfactory that Parliament can occasionally abandon high politics to deal with matters really affecting the welfare of the people, and the Midwives Act, 1902, is a signal instance of this lapse into beneficent activity. The Act comes into force on the 1st of April, 1903, but its effective operation does not commence for a further period of seven years from that date. Under section 1 any woman who, after the 1st of April, 1905, without being certified under the Act, uses the name of midwife, or any description implying that she is so certified, is to be liable on summary conviction to a fine of £5, but the prohibition of uncertificated midwifery does not arise till the 1st of April, 1910. Thus section 1 (2), which is the leading provision of the statute, enacts as follows: "From and after the 1st day of April, 1910, no woman shall habitually and for gain attend women in childbirth otherwise than under the direction of a qualified medical practitioner, unless she be certified under this Act; any woman acting without being certified under this Act shall be liable on summary conviction to a fine not exceeding £10, provided this section shall not apply to legally-qualified medical practitioners or to anyone rendering assistance in a case of emergency." Thus the position of a certified midwife is assured as from the 1st of April, 1905, but the competition of uncertificated midwives will not be abolished for five years later. Section 2 makes provision for the granting of certificates to existing midwives, but the ordinary granting of certificates will depend on the rules made by the Central Midwives Board, to be constituted under section 3. Section 4 gives an appeal from the board to the High Court, but no further, in the event of any woman thinking herself aggrieved by the removal of her name from the roll of midwives. Section 8 provides for the local supervision of midwives by county and borough councils, with power to delegate their powers and duties under the Act to a committee, appointed by the council, and consisting either wholly or

partly of members of the council; and women are to be eligible to serve on any such committee. Under section 9 county councils may delegate their duties to district councils, who in turn may delegate to similar committees. Section 10 requires certified midwives to give notice to the local supervising authority before commencing to practice, and to repeat the notice every January. Provision is made for penalties for obtaining certificates by false representations, and for the prosecution of offences under the Act, and an appeal is given to quarter sessions. By section 16 nothing in the Act respecting midwives is to apply to legally-qualified medical practitioners, and by section 17 the Act is restricted to England and Wales.

THE SHOP CLUBS ACT, 1902 (2 ED. 7, c. 21).

The object of this Act appears from its full title, which runs as follows: "An Act to prohibit compulsory membership of unregistered shop clubs or thrift funds, and to regulate such as are duly registered"; and its two leading principles are, that a workman shall not be hindered from belonging to an independent friendly society, and that he shall not be compelled to join his employer's society unless it conforms to the requirements of the Act. The first principle is quite simple, and is enacted by section 1, which provides that it shall be an offence under the Act if an employer shall make it a condition of employment either that any workman shall discontinue his membership of any friendly society, or shall not become a member of any friendly society other than the shop club or thrift fund. By section 4, an offence under the Act involves liability on summary conviction to a fine not exceeding five pounds, or, if there is a second conviction within a year, to a fine not exceeding £20; but an offence committed in respect of several persons at the same time is to be treated as one offence. And by section 7 a "shop club" or "thrift fund" is defined to mean "every club and society for providing benefits to workmen in connection with a workshop, factory, dock, shop, or warehouse." Thus an employer cannot, without incurring liability to the penalty just mentioned, require a workman to leave any friendly society or require him to abstain from joining one. The workman is left free to do as he pleases with regard to being a member of a friendly society—that is, a society registered under the Friendly Societies Act, 1896—outside his employment.

With regard to membership of shop clubs or thrift funds of the employer, the workman is not left free, and the employer can make it a condition of employment that he shall join the shop club, provided it satisfies certain requirements. Thus section 2 enacts that it shall be an offence under the Act if an employer shall make it a condition of employment that any workman shall join a shop club or thrift fund, unless it is registered under the Friendly Societies Act, 1896, subject to the provisions of the present Act, and is certified under the present Act by the registrar of friendly societies. The effectiveness of certification by the registrar depends on the subsequent provisions of the section, under which the certificate is not to be given unless the registrar is satisfied (a) that the shop club affords the workman substantial benefits at the cost of the employer in addition to those provided by the contributions of the workmen; and (b) that the shop club is of a permanent character, and that a workman on leaving the employment shall not be required to cease membership of the shop club, except in accordance with the provisions of section 6. Under this section he is, on his dismissal from or leaving his employment, unless contrary to the rules of the club, to have the option either of remaining a member or of having returned to him the amount of his share in the club funds to be ascertained by actuarial calculation; but if he remains a member he is not to take part in the management of the club. Before certifying a shop club, the registrar is also to take steps to ascertain the views of the workmen, and he is to be satisfied that at least 75 per cent. desire the establishment of the shop club. The schedule to the Act enumerates the matters for which the rules of a shop club must provide. The only exemption from the Act is that introduced by section 5 in favour of railways. By this section nothing in the Act is to prohibit compulsory membership of any superannuation fund, insurance, or other society already existing for the benefit of railway employees, where the company contributes to the funds. The Act comes into operation on the 1st of January next.

At the Hertford Quarter Sessions, says the *Times*, Alfred Young was convicted of stealing three flag baskets, the property of George Wilson Beard, on the 12th of July, at Bishop's Stortford. Mr. W. J. Grubbe, who prosecuted, said that the prisoner had been twelve times previously convicted, the last occasion being at Tunbridge Wells on the 24th of December, 1901. Lord Cranborne, in passing sentence, said that the prisoner had been in prison awaiting trial since the 17th of July last, and it was one of the scandals of British justice that an unconvicted and untried man should remain in prison for three months before he was tried. In the circumstances, and notwithstanding his previous convictions, the court considered that the prisoner had been sufficiently punished. The sentence would, therefore, be one of a day's imprisonment, which would entitle him to be immediately discharged from custody.

REVIEWS.

BUILDING CONTRACTS.

CONDITIONS OF CONTRACT RELATING TO BUILDING WORKS. By FRANK W. MACEY, Architect. REVISED AS TO THE STRICTLY LEGAL MATTER, by B. J. LEVERSON, Barrister-at-Law. Sweet & Maxwell (Limited); B. T. Batsford.

This work—to quote from the short prefatory note—deals with conditions of contracts and with agreements as applied to all classes of building works, and with the law generally in its relation to various matters coming within the scope of an architect's profession. The constructional and practical sides of these subjects have been dealt with in the author's former work, "Specifications in Detail." The whole matter of building contracts is one which pre-eminently depends on practical considerations, and which therefore is suitable for treatment by an author who can bring to it knowledge in which a lawyer must necessarily be wanting. Mr. Macey appears to have obtained adequate revision for the legal side of his work, and on the practical side he has produced a volume which will be invaluable to the lawyer who has to prepare or settle a building contract. The main part of the book consists of a collection, with explanatory notes, of the various clauses which may be required in such a contract. The clauses are distinguished from the notes by an indented margin, but we think it would have been a considerable improvement had they also been printed in distinctive type. The notes themselves are full and practical, and those on "hedges and ditches" and on "support of soil and buildings" are accorded illustrative treatment. The pictures which Mr. Macey has introduced should assist the reader to understand the rules for deciding the ownership of boundary marks and the law relating to the right of support. There is also a useful note on the somewhat difficult subject of party walls. It is an apparent hardship upon contractors who tender for works in accordance with the specifications and quantities put before them, that they are not entitled to rely on the correctness of these documents. It has been supposed to follow from *Thorn v. Mayor of London* (1 App. Cas. 120) that the employer does not guarantee the practicability or accuracy of the plans, specifications, or calculations, and that the contractor takes these at his own risk. Mr. Macey, however, states that in a recent case—*Ford v. Benrose* in the Divisional Court, reported in the *Builder* for the 4th of May, 1901—it was held that a contractor is entitled to payment for extra work occasioned by the insufficiency of the quantities. The full set of conditions, which contains seventy-four clauses, and which, of course, has to be used with discrimination, is followed by shorter forms, and the book concludes with a list of definitions of terms used in building contracts. The work altogether will be found very useful in matters relating to building contracts.

AGENCY.

THE LAW OF AGENCY. By R. GRESLEY WOODYATT, Barrister-at-Law. William Clowes & Sons (Limited).

Mr. Woodyatt has selected for exposition a branch of the law which is at once difficult and important. The plan which he has adopted is to state the law in a series of concise rules, supporting each by the decisions on which it is founded. Seeing that the law of agency is almost entirely judge-made, this is the most convenient plan of dealing with the subject, and Mr. Woodyatt, while keeping his volume within moderate compass—the text extends to some 150 pages—has followed it out with success. We cannot commend his mode of introducing the cases to which he refers, the style being, even for a law book, singularly inelegant. To give the name of the case and then to add with wearisome iteration, "Here it was held," &c., does not tend to impart interest to the subject. However, style apart, Mr. Woodyatt seems to have done his task well, and his book deserves a place among the somewhat scanty list of volumes on agency. As instances of the manner in which the law is continually growing, we may refer to the case of *Keighley v. Durant*, which had not got beyond the Court of Appeal when Mr. Woodyatt was writing, but in which the House of Lords have since held (1901, A. C. 240), reversing the Court of Appeal, that where there is a mere intention to act for a principal, without previous authority, the intention not being expressed in the contract, there can be no ratification by the principal. Mr. Woodyatt's citation of the case, of course, requires revision, but with a carefulness which seems to be characteristic of his work, he points out that the contention which failed in the Court of Appeal is supported by a dictum in *Marsh v. Joseph* (1897, 1 Ch. 213), to which no reference seems to have been made in the course of the appeal. Another case which has now to be noted is *Oliver v. Bank of England* (50 W. R. 340). This must be added at pp. 112, 113, to the citation of *Collen v. Wright* (7 E. & B. 301), and *Firbank's Executors v. Humphreys* (35 W. R. 92, 18 Q. B. D. 54). But we hope Mr. Woodyatt will soon have the opportunity of making these changes in a second edition.

LIGHT AND AIR.

LIGHT AND AIR: A TEXT-BOOK IN TABULATED FORM FOR ARCHITECTS, SURVEYORS, AND OTHERS, SHOWING WHAT CONSTITUTES ANCIENT LIGHT; HOW THE RIGHT IS ACQUIRED, JEOPARDIZED, OR LOST; INJURIES WITHOUT REMEDY; THE RELATIVE POSITION OF SERVIENT AND DOMINANT OWNERS; AND METHODS OF ESTIMATING INJURIES. WITH OUTLINE OF MATTERS TO REMEMBER IN PREPARING FOR THE TRIAL; AND ALSO FULL REPORTS AND DIGESTS OF RULING CASES. By the late Professor BANISTER FLETCHER. FOURTH EDITION, REVISED. By BANISTER F. FLETCHER and H. PHILLIPS FLETCHER, Barrister-at-Law. WITH NUMEROUS DIAGRAMS ON TWENTY-SEVEN PLATES. B. T. Batsford.

To a large extent this book consists of reprints of the reports of leading cases on light and air, the list including *Ecclesiastical Commissioners v. Kino* (14 Ch. D. 213), *Tapling v. Jones* (11 H. L. C. 290), and the recent cases of *Warren v. Brown* (50 W. R. 97) and *Home and Colonial Stores v. Colls* (ante, p. 151), and it contains practical suggestions which will be useful in deciding whether under given circumstances a legal remedy for an alleged interference with light and air exists. In this respect attention may be called to the series of plates at the end of the volume shewing how the extent of the interference can be estimated. The statements, however, at p. 21, that "in the year 1874 an Act was passed called 'The Property Limitations Act,'" and that, "as this Act limited the right of action to recover land to twelve years, it was thought that it might also limit the right of action for light," do not tend to increase confidence in the legal accuracy of the book. We are not aware that it has ever been suggested that the Real Property Limitation Act, 1874, had anything to do with easements. And as a sample of composition we commend the following passage (p. 106) to the curious reader: "First of all, we have to disabuse our reader's mind that the angle of forty-five degrees, although by many considered a good test, is one not recognized by the courts." Apparently the editors are intending to enforce the now well-settled doctrine that the courts accept no hard and fast rule as to the angle of admission of light, but the language which they employ lacks something in elegance and precision. The book may be usefully used as an auxiliary to the standard works on easements.

SOUTH AFRICAN LAW.

THE THEORY OF THE JUDICIAL PRACTICE OF THE COLONY OF THE CAPE OF GOOD HOPE AND OF SOUTH AFRICA GENERALLY. WITH SUITABLE AND COPIOUS PRACTICAL FORMS SUBJOINED TO AND ILLUSTRATING THE PRACTICE OF THE SEVERAL SUBJECTS TREATED OF. By C. H. VAN ZYL, Attorney-at-Law, Notary Public, and Conveyancer; and formerly Law Lecturer at the South African College, Cape Town. SECOND EDITION (IMPROVED AND VERY MUCH ENLARGED). William Clowes & Sons; J. C. Juta & Co., Cape Town.

The Roman-Dutch Law, Mr. Van Zyl points out in his preface, as it was in Holland at the time of the transfer of the Cape Colony to England in 1806, is still in force, subject to changes made since, but he adds that in the general principles of the law affecting judicial practice comparatively few changes have been made, and the law of Holland continues to serve as the guide as well as in Cape Colony, as throughout South Africa generally. This being so, it is singular that there should hitherto have been, according to Mr. Van Zyl, no book on the subject in the English language specially adapted for Colonial use, and his work, which seems to be clearly and practically written, will, no doubt, be welcomed by practitioners in that part of the British Empire. It has been, we gather, gradually compiled from notes made by the writer for his own guidance and information, and this mode of production is a good guarantee that it will be found useful by others. A special feature of the work consists in the practical forms which have been plentifully introduced, and if the reader is in search of entertainment of a lighter character he will find it in the chapter on "Espousals," which contains some interesting details as to proposals for marriage. Possibly in South Africa law is not quite such a serious matter as with us, and our works on practice are not usually embellished in this way. The editors of the Annual and Yearly Practices may be glad to take the hint.

CONVEYANCING.

THE STUDENT'S CONVEYANCING: FOR THE USE OF CANDIDATES AT THE FINAL AND HONOURS EXAMINATIONS OF THE INCORPORATED LAW SOCIETY. SEVENTH EDITION. By ALBERT GIBSON and WALTER GRAY HART, LL.B., Solicitors. The "Law Notes" Publishing Offices.

The fact that another edition of this work has been called for within, we believe, the space of two years, shews that it has attained extensive popularity. This result is readily explained by the

clearness of its style and the fullness of its contents, and the student who masters the work will have laid a good foundation in the art of conveyancing. The chapter on conditions of sale, which, the authors state, has been entirely re-written, is a good example of the practical manner in which they set about their task of exposition. After a statement of the statutory provisions relating to the title which a purchaser can call for, and the expenses of proving it, the chapter gives in succession the common clauses occurring in conditions of sale, with a running commentary shewing their object and effect. The work covers, in Book I, the practice as to sales, mortgages, bills of sale, leases, settlements, and wills; and Book II. deals with conveyancing under the Land Transfer Acts. Among quite recent cases which are referred to we notice *Budd-Scott v. Daniell* (ante, p. 617), on the implied covenant for quiet enjoyment on a letting where the word "demise" is not used. The book can be safely recommended to students.

ESTATE DUTY.

THE ACTS RELATING TO THE ESTATE DUTY AND OTHER DEATH DUTIES; AND AN APPENDIX CONTAINING THE RULES REGULATING PROCEEDINGS IN ENGLAND, SCOTLAND, AND IRELAND IN APPEALS UNDER THE ACTS, AND A LIST OF THE ESTATE DUTY FORMS, WITH COPIES OF SOME WHICH ARE ONLY ISSUED ON SPECIAL APPLICATION. By EVELYN FREETH, Registrar of Estate Duties for Ireland. THIRD EDITION. Stevens & Sons (Limited).

The practical difficulties which arise in applying the provisions of the Finance Act, 1894, are well known, and in dealing with questions of estate duty it is essential to have at hand competent guidance. Such guidance will be found in Mr. Freeth's work on the Act, which has now reached a third edition. That the Act did not spread the net so wide as some of those responsible for its administration would have wished was shewn by the decisions in *Attorney-General v. Beech* (1899, A. C. 53) and *Attorney-General v. De Preville* (1900, 1 Q. B. 223), and the question of avoidance of duty by the surrender of a life estate to the remainderman was adjusted by the Finance Act, 1900. These and other cases and amendments of the law Mr. Freeth has duly noted. An introduction to the work usefully summarizes the law as to death duties prior to the Finance Act, 1894, and also explains the system of levying estate duty which the Act has introduced. The text of the Act itself, each section being fully annotated, forms the body of the book. It would have increased its utility if the table of cases, which is quite short, had contained full references to the various series of reports.

CORRESPONDENCE.

THE LAW LIST.

[To the Editor of the Solicitors' Journal.]

Sir,—I believe the above to be published under the auspices of the Incorporated Law Society of the United Kingdom, of which I have been a member for some years.

I was appointed a perpetual commissioner for taking the acknowledgments of married women, &c., on the 1st of May, 1901, which commission was duly registered with the Law Society on the 6th of May, 1901. I am therefore much surprised to find that in the "official" Law List for this year it has not been duly recorded after my name, nor even the commission of oaths to which I was previously appointed.

Who is to blame?

NEVILLE E. RICKETTS.

The Grey Friars, Gloucester, Oct. 13.

Judge Lumley Smith, K.C., on Wednesday, says the *Times*, delivered in the City of London Court a considered judgment of importance to litigants on a point which, it is believed, had never been raised before. The National Furniture Co., 225, Westminster-bridge-road, had recovered judgment against Mr. Joseph S. Parlington, for £45 for the hire of furniture. With costs, the judgment amounted to over £50. When the plaintiffs took steps by which they hoped to make the defendant a bankrupt he paid into court £14, and so brought the total indebtedness under £50, which prevented the plaintiffs from going on with the bankruptcy notice. They now asked that the defendant should be compelled to receive back the £14 or that the judgment should be described as being for over £50, which the officials of the court would not do. Judge Lumley Smith said he had never known such an application to be made before. No doubt the defendant wanted to prevent bankruptcy proceedings from being taken. The ordinary practice was for the court to take any money that was brought in, and in ninety-nine cases out of a hundred suitors were very glad to get it. No doubt that was not so in the High Court; but in the county courts there was nothing to prevent a defendant from paying on account. The defendant in the case before him was therefore quite within his right in paying the £14 and so avoiding bankruptcy proceedings. The application was consequently refused with costs.

NEW ORDERS, &c.

THE PROCESSION DAY.

NOTICE.

The Courts and Offices will be closed at the Royal Courts of Justice on Saturday, the 25th of October, on the occasion of the Royal Procession.

The Lord Chancellor's Office.

CASES OF THE WEEK.

Before the Vacation Judge.

Ex parte KATE JANE HINGE, A MARRIED WOMAN, AND *Re* THE FINES AND RECOVERIES ACT, 1833. 15th Oct.

MARRIED WOMAN TRUSTEE—CONVEYANCE—REFUSAL BY HUSBAND TO CONCUR—DISPENSING WITH CONCURRENCE—FINES AND RECOVERIES ACT, 1833 (3 & 4 WILL. 4, c. 74), s. 91.

This was an application for an order dispensing with the concurrence of William Hinge, the husband of Kate Jane Hinge, in a conveyance by her and her co-executor and co-trustee under the will of her late father of certain freehold premises known as the Prince of Wales beerhouse, with stabling, &c., attached. Under the will the trustees were directed to sell and divide the residue of the testator's estate among all his children. From the affidavit of the solicitor in this application it appeared that a contract for the sale of the said premises had been entered into by Mrs. Hinge and her co-trustees on the 2nd of September, 1902, and that the purchasers' solicitors delivered a requisition requiring, in accordance with the decision in *Re Harkness and Allsopp's Contract* (44 W. R. 683; 1896, 2 Ch. 358), that Mr. Hinge should join in the conveyance, and that it should be acknowledged by Mrs. Hinge. The draft conveyance was thereupon submitted to the solicitors acting for Mr. Hinge and approved by them on his behalf. Thereafter the conveyance was engrossed and executed by all the parties except Mr. Hinge, who refused to execute the same, owing to some friction between him and his wife. As the completion was urgently required, this application was made under section 91 of the Fines and Recoveries Act, 1833, for an order dispensing with the concurrence of Mr. Hinge in the conveyance in consequence of his wilful refusal to join in the conveyance.

JULY, J., made the order asked for.—COUNSEL, *Nield*. SOLICITORS, *A. M. M. Forbes*.

[Reported by J. B. HENDERSON, Esq., Barrister-at-Law.]

LAW SOCIETIES.

UNITED LAW SOCIETY.

The first meeting of the session will take place at the Inner Temple Lecture Hall 3, King's Bench-walk, on Monday, the 27th inst., at 7.30 p.m. The society is open to barristers, solicitors, bar students, and articled clerks, and gentlemen desirous of becoming members are requested to communicate with the secretary, Mr. F. W. Brown, 7, Devonshire-square, E.C.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—October 7.—Chairman, Mr. Henry G. Barratt.—The subject for debate was: "That the case of *Bynos v. The Bank of England* (1902, 1 K. B. 467) was wrongly decided." Mr. W. M. Pleadwell opened in the affirmative; Mr. R. Jellings seconded in the affirmative. Mr. D. S. Cornock opened in the negative; Mr. J. F. Eales seconded in the negative. Mr. Neville Tebbutt also spoke in the affirmative. The motion was lost by two votes.

October 14.—Chairman, Mr. Robert A. Gordon.—The subject for debate was: "That 'Temporal Power' does not deserve the popularity which it has attained." Mr. W. Wilde opened in the affirmative. Mr. A. O. Harnett opened in the negative. The following members also spoke: Messrs. R. P. Johnson, W. M. Pleadwell, and E. Nash. The opener having replied, the motion was carried by four votes.

The Attorney-General is, says the *Times*, next in rotation for election as treasurer of the Middle Temple for the ensuing year; Mr. Buzzard, K.C., Recorder of Leicester, has been nominated in a similar capacity at the Inner Temple; Mr. Horton Smith, K.C., is on the rota for appointment at Lincoln's-inn; and Mr. Dicoy, C.B., it is expected, will be selected for the office at Gray's-inn.

Mr. Justice Grantham has fixed the following commission days for the autumn sittings on the South-Eastern Circuit—viz.: Cambridge, Saturday, October 25; Norwich, Wednesday, October 29; Ipswich, Tuesday, November 4; Chelmsford, Tuesday, November 11; Hertford, Tuesday, November 18; Lewes, Friday, November 21; Maidstone, Friday, November 28; Guildford, Monday, December 2. Prisoners only will be tried at all these places.

THE BANKRUPTCY REPORT.

The following are extracts from the report of the Inspector-General in Bankruptcy on the general working of the Bankruptcy Acts, 1883 and 1890, for the year ending the 31st of December, 1901, which has just been issued:—

SPECIAL FEATURES OF THE WORKING OF THE ACT.

Objections to Appointment of Trustees.—In 20 cases objections to the appointment of trustees elected by creditors had to be considered. Of this number 14 appointments were certified. Three trustees withdrew upon being informed of the objection, and 3 appointments were objected to under the provisions of the Act. The ground of objection to the person elected in each of these three cases was that his connection with or relation to the bankrupt, or his estate, or a particular creditor, would make it difficult for him to act with impartiality in the interests of the creditors generally (sub-section 2 of section 21 of the Bankruptcy Act, 1893). None of these objections were appealed against.

Removal of Trustees by the Board of Trade.—Trustees were removed from office during the year in 7 cases on the following grounds—viz., Failure to render accounts and to renew security, 2 cases; failure to render accounts and to perform his duties, 1 case; failure to render accounts, 1 case; failure to renew security, 3 cases. The following table shows the number of removals in each of the last five years. It is gratifying to find that the number of this class of cases has so largely diminished during the past year.

	No. of cases.	No. of separate trustees.
1897	23	23
1898	20	13
1899	23	19
1900	20	17
1901	7	8
	93	80

The amount which had to be recovered during the year from guarantee societies was only £22 5s. 4d. in three cases of defaulting trustees.

Employment of Solicitors by Official Receivers.—Seven hundred and sixty-nine applications by official receivers for authority to employ solicitors who were sanctioned by the department during the year, the total estimated cost of the proceedings for which they were employed being £11,804. Compared with the corresponding particulars for 1900 these figures show an increase of 207 applications, and an increase of about £3,027 in amount of costs. These employments do not, as some critics have supposed, indicate any disposition on the part of official trustees to devolve their own duties upon professional agents, for they relate chiefly to litigation or other proceedings beyond the scope of the official receiver's personal functions, but necessary either for defending the estate from unjust attack or recovering assets unjustly withheld. Such proceedings have been a marked feature of the business of the past year, and have added considerably to the work of the department, as not only are the circumstances fully investigated by it before sanctioning the employment of solicitors, but limits of cost proportioned to the importance of the object sought to be obtained are fixed in every case, and these limits cannot be exceeded without further sanction, which is only given on further reports by the official receivers at each successive stage of the proceedings. Although this procedure involves a large amount of labour, it is, I believe, absolutely essential in order to obtain satisfactory results: and by securing a full review of the facts at each step by two separate authorities, and an early withdrawal wherever success appears to be really doubtful, unnecessary expenditure is avoided. Under such circumstances the number of cases in which the proceedings taken by official receivers fail, in, as might be expected, extremely small. That the increased activity under this head does not imply a corresponding increase in the actual cost to creditors in the administration of estates is shown by the fact that although the average annual costs sanctioned during the past three years was £9,475, the average total costs actually charged in estates closed during the same period was only £4,423. The difference is accounted for partly by the fact that it has not been found necessary to incur the whole amount of costs for which sanction has been given, and partly because such costs have been recovered from opposing litigants. The increase ought, therefore, to be regarded not as an increase in the cost of bankruptcy administration, but as evidence of increasing vigilance on the part of official receivers in protecting the estates under their charge, and defeating attempts on the part of bankrupts and others to evade the provisions of the law. Further evidence of a similar kind is afforded by the large increase of work during the past year recorded in the accompanying report by the Solicitor of the Board of Trade, whose proceedings relate more particularly to questions arising in regard to the status and conduct of bankrupt debtors and general questions of bankruptcy law.

Prosecutions.—In addition to the 40 prosecutions under the Bankruptcy and Debtors Acts, statistics of which are given at p. 41, prosecutions were instituted in four cases by the Director of Public Prosecutions for offences under the Larceny Act upon information obtained by the official receivers. The bankrupts were respectively two solicitors, an auctioneer, and the two partners in a firm of stockbrokers. In all four cases the bankrupts had misappropriated moneys or securities entrusted to them. Upon

conviction a sentence of seven years' penal servitude was passed in one of the cases, and of three years' penal servitude in the remaining three. One of these prosecutions gave rise to an interesting point which was considered by the Court for Crown Cases Reserved—viz., whether, having regard to the provisions of sub-section 2 of section 27 of the Bankruptcy Act, 1890, the statement of affairs sworn to by the bankrupt is admissible as evidence. The sub-section is as follows: "A statement or admission made by any person in any compulsory examination or deposition before the court on the hearing of any matter in bankruptcy shall not be admissible as evidence against that person in any proceeding in respect of any of the misdemeanours referred to in the said section 85" (i.e., section 85 of the Larceny Act). In the result the court held that the statement of affairs was admissible as evidence. In another case in which the bankrupt had been prosecuted under section 11, sub-sections (1), (2), (4), and (6), of the Debtors Act for not disclosing property, &c., the judge had rejected evidence tendered on behalf of the bankrupt with a view of shewing that he had no intention to defraud, but the Court for Crown Cases Reserved was of opinion that the bankrupt was clearly entitled to give such evidence, and the conviction was quashed accordingly. One other case which came under the consideration of the department calls for comment. In the matter referred to the bankrupt had practised as an accountant, and some years prior to his bankruptcy had been appointed trustee under a deed of arrangement which provided for the payment of a composition of 10s. in the £. The bankrupt had received or realized various moneys amounting to £709, and had declared dividends amounting to 6s. 8d. in the £, which would absorb £534, but of this sum £122 remained in the bankrupt's hands unclaimed, and as he had kept no separate banking account, but had mixed the trust funds with his own, at the date of the bankruptcy nothing remained of the unclaimed dividends. Owing to certain technical difficulties a prosecution could not be instituted, but the case is important as illustrating the desirability of applying the provisions of section 162 of the Bankruptcy Act, 1883, requiring the payment of unclaimed dividends into the Bankruptcy Estates Account, to proceedings under the Deeds of Arrangement Act.

Costs of Administration.—The question of the cost of English Bankruptcy Administration, which has so often given rise to controversy, has been again raised in some quarters during the past year, and the matter is one of great importance, not only as regards the interests of creditors, but as affecting the permanence of any particular system of bankruptcy. The costs under any system are undoubtedly heavy, or at least appear to be so, more especially in the case of small estates, and when the figures are reduced to percentages of the amounts realized and distributed among creditors. But it must be remembered that in a large proportion of cases, it is only the residuum of a debtor's assets which he has himself been unable to realize or mortgage, that comes into bankruptcy; and the work of realization too often becomes, as an inevitable consequence, a mere process of salvage through the medium of the law courts. I have given most careful attention to this subject during the past nineteen years, and every effort has been made to effect a reduction, but I am of opinion that any material reduction in the general average of costs is practically impossible, without resulting in a money loss to creditors as well as in diminished efficiency in securing those higher results in which the whole community is interested, and which it is one of the main objects of the present bankruptcy law to promote. It can at least be claimed on behalf of the present English system, that, notwithstanding its more elaborate provisions for the protection of public interests, the costs of administration had been considerably reduced in comparison with those of any previous system. But it has been urged, and, if true, the contention is a serious one, that notwithstanding this reduction, it is still more costly than other systems of bankruptcy prevailing elsewhere. Thus one of the leading law journals writing upon this subject quotes and apparently adopts the conclusion of the Journal of the Society of Comparative Legislation to the effect that, except the Irish, the English system is "the most expensive bankruptcy system in the world." A criticism so emphatic and so unfavourable appears to call for an investigation of the facts. The *Law Times* goes on to illustrate this conclusion by the following statement: "The Judicial Statistics for Scotland shew that the average expense of bankruptcy proceedings is between 11 and 12 per cent. of the gross amount realized. In England the average expense calculated on the same basis as in Scotland, is, in the case of bankruptcy, about 28 per cent., and in the case of deeds of arrangement about 18 per cent." I do not know on what basis the Society of Comparative Legislation forms its conclusions so far as regards the British Colonies or foreign countries, as I am not acquainted with any official or other statistics on the subject. As regards Ireland, the information contained in the Judicial Statistics for that country is altogether too meagre to enable any comparison to be formed, and it is only, therefore, as regards the bankruptcy system of Scotland that any real comparison with the English system can, so far as I am aware, be properly made. And so far as that comparison is concerned, I am of opinion that the figures given in the above extract do not accurately represent the real facts of the question, and that the conclusion drawn from them that the English system is more costly is quite unfounded. The first answer to the criticism is that the comparison is not made on a common basis, even so far as the information contained in the Judicial Statistics itself is concerned; for the percentage of costs in the Scotch Returns is calculated on the gross receipts, whereas in the English Returns from which the Judicial Statistics are taken, the percentage has always been calculated on the gross receipts after deduction—

First, of payments made by the trustee in carrying on the debtor's business.

Second, of payments to secured creditors.

The English computation is based on the principle that, inasmuch as the whole of the costs and expenses incurred by the trustee falls upon the fund available for the unsecured creditors, and therefore necessarily affects the amount of dividend, the real test is the relation borne by the actual cost of administration to that fund, and not to gross receipts. It must be obvious that if the apparent gross assets or a bankrupt's estate are swollen by receipts arising from heavy expenditure in carrying on business, and by realizing securities which the mortgagees could realize for themselves; and if the percentage of costs is then calculated on the gross receipts, it will appear very much smaller than if calculated on the net proceeds available for the unsecured creditors. In any case, and whatever may be the relative merits of the two systems, it is clear that no proper comparison can be effected between them unless on a common basis. Further, the percentages vary from year to year, and the Scotch percentages vary to a much greater extent than the English; and, as it cannot be supposed that the systems of administration vary from year to year, it is clear that the results are affected by other circumstances than the costliness of the particular system. Thus, according to the Judicial Statistics for Scotland, the percentage of costs during the five years ending 1899, which is the last year in respect of which returns have been published, are as follows—viz.: in 1895, 15½ per cent.; in 1896, 9½ per cent.; in 1897, 9½ per cent.; in 1898, 11½ per cent. (the year quoted by the *Law Times*); in 1899, 14½ per cent. It is clear therefore that for a proper comparison a wider basis must be sought than the figures of a single year.

The following table, which is based upon the Judicial Statistics of the last five years to which the Scotch Returns extend, may elucidate the matter.

Table shewing the Number of Estates administered by Trustees under the Bankruptcy Acts of England and Scotland respectively, and wound up during the five years ending 1899, and Percentage of the total Costs to the total Net Realizations:

	Number of Estates wound up.	Net Realization.*		Costs.		Percentage of Costs to Net Realization.
		Total.	Average per Case.	Total.	Average per Case.	
Scotland (Sequestrations) ...	1,070	£ 1,009,425	£ 943	£ 243,467	£ 227	24 per cent.
England (Receiving orders) ...	22,806	5,509,489	241	1,499,085	66	27 per cent.

From this table it appears that the percentage of total costs to total net realizations during the five years is, on the basis of the figures supplied by the Judicial Statistics, 24 per cent. in Scotland as against 27 per cent. in England, instead of 11 per cent. in Scotland and 28 per cent. in England, as appearing by the figures quoted in the *Law Times*, and apparently forming the basis of the opinion expressed by the Society of Comparative Legislation. But to conclude from these figures that the English system is the more costly, even to the extent of 3 per cent., would be entirely erroneous. For there are other factors to be taken into account before an accurate comparison be made. In the first place, it is to be observed that the statistics given, while they practically include the whole of the failures under the English Act (with the exception of composition arrangements), only include a portion of the bankruptcy proceedings in Scotland. 284 Scotch sequestrations, or about 21 per cent. of the whole (described as "otherwise wound up") are omitted from the returns on which the foregoing percentage is based. But this is not all. According to the Judicial Statistics for Scotland during the years 1897 to 1899 (the first years apparently during which the particulars were given) 334 cases of *cessio bonorum*, which is a form of bankruptcy somewhat though not entirely corresponding to "small bankruptcies" under the English Act, were wound up. These are also excluded from the figures on which the Scotch average of 24 per cent is calculated. Taking the "cessios" for the five years ending 1899, at the same rate, it would appear that about one-half the Scotch failures (in number) are excluded from the computation, while the English statistics, as has been stated, practically include the whole. The significance of this fact will become apparent when it is added that the percentage of cost of administration in the excluded cases appears to be far in excess of that of the 1,070 cases of which particulars are given. Thus it appears from another portion of the Judicial Statistics, that in two-thirds of the "cessios" wound up in 1897-99 the percentage of cost was 40 per cent. The cost of the remaining cessios and of the excluded sequestrations is not stated, but they appear to include a large number of cases in which the whole of the assets were absorbed in costs. If the costs in all of these cases were added to the return, as in the English statistics, the total Scotch percentage would probably be considerably increased. But a further and still graver fallacy underlies the criticism of the Society of Comparative Legislation in the assumption that the percentage of total costs to the total assets, without any regard to the number of estates concerned and the average values of such estates, can be regarded as a reliable test of the relative costliness of the systems of administration. Such an assumption is entirely erroneous, because, as I have repeatedly had occasion to point out in my reports during the last nineteen years, the percentage of costs necessarily varies in an inverse proportion to the amount realized. A glance at Tables VI. and VII., relating to bank-

* *Law Times*, 1901, p. 181

* i.e., total receipts after deducting payments made to carry on business and payments to secured creditors.

ruptcies, and at Table IV. relating to Deeds of Arrangement, attached to this report (pp. 36-38 and 58), will show how great this variation is. Thus the average percentage on an estate of £100 may be taken at about 40 per cent., while on an estate of £100,000 it is less than 8 per cent. It is only necessary, therefore, to point out that the average value of the English estates included in the comparison, as shown by the preceding table, is £241, whereas the average value of the Scotch estates is £943, in order to show that, quite apart from the other facts I have mentioned, the English system, even on the imperfect data available, has nothing to fear in a comparison with that of the sister country. It is only when comparisons are made on the basis of an identical classification that the truth can be arrived at, and for this purpose I have in the following statement brought into juxtaposition on such a basis the statistics of the three different English systems, viz.:

1. Official administration under the Bankruptcy Act;
2. Non-official administration under the Bankruptcy Act;
3. Non-official administration under voluntary deeds of arrangement;

Comparative Statement of percentages of Costs in classes of similar value, of estates realizing £50 and upwards under the various specified systems of administration, based on the statistics of estates closed during the year 1901.

Where Assets realized.		Percentage of Costs to Gross Assets.		
		Bankruptcy Act, 1883		Registered Deeds of Arrangements.
		Official Receivers	Non-official Trustees.	
£50 and under	£100	42.39	85.78	42.67
£100	£150	33.28	71.64	35.07
£150	£200	28.30	54.02	31.09
£200	£250	25.43	50.87	30.39
£250	£300	24.18	43.08	27.06
£300	£350	25.02	53.12	28.20
£350	£400	22.82	42.66	24.98
£400	£500	22.89	34.04	25.01
£500	£600	21.08	32.81	21.66
£600	£700	22.90	31.60	22.43
£700	£800	19.33	30.29	19.60
£800	£900	19.64	30.49	21.55
£900	£1,000	15.44	26.71	18.87
£1,000	£1,200	15.63	25.36	19.47
£1,200	£1,500	18.93	28.33	20.10
£1,500	£2,000	14.60	26.48	16.68
£2,000	£3,000	12.88	25.11	13.67
£3,000	£4,000	12.22	23.13	16.51

It is to be regretted that the Scotch and Irish statistics do not furnish material for completing this table by inserting similar information: and I need hardly point out how useful and instructive it would be if the Society of Comparative Legislation could effect some arrangement for obtaining such information on a uniform basis, not only as regards these countries, but as regards the various British Colonies, and some of the more important foreign bankruptcy systems, such as that recently introduced into the United States. The efficiency of the various and widely differing systems in promoting the interests of the trading community, and in elevating the tone of commercial morality, must be mainly judged on other grounds; but complete and accurate information as to their respective costliness must always be an important element in considering how far the legislative amendment of ascertained defects in any system can be effected with due regard to the pecuniary interests of those more immediately concerned.

Withdrawal and Dismissal of Creditors' Petitions.—The discrepancy between the number of creditors' petitions filed and the number of receiving orders made thereon continues, as in past years, to be noteworthy. It is particularly large in the High Court, the proportion of the receiving orders to creditors' petitions being only about 40 per cent. Apart from the mere statistical aspect, the matter is brought practically to the notice of official receivers in consequence of the provision that upon the presentation of a petition a deposit of £5 shall be made with the official receiver, which is returnable in the event of the petition being withdrawn or dismissed. This involves some trouble and responsibility, as before returning the deposit the official receiver must satisfy himself that the petition has been properly disposed of. The great majority of the dismissals appear to be "by consent" and not on the merits, and it is to be inferred in such cases that the debtor has found means of paying or compounding with the petitioning creditor. This process is often continued in regard to several successive petitions, to the detriment of less pressing creditors, until the debtor's means of staying off petitions are exhausted and a receiving order is ultimately made. Thus a debtor, against whom a receiving order was made last year, had had twelve petitions filed against him within a year and a half, nine of which had been got rid of by payments averaging £35 each. His statement of affairs showed unsecured liabilities amounting to £3,263, and assets valued by him at £135. In 1899 and 1898 receiving orders were made against two debtors, of whom the former had paid £450 to secure the dismissal of 13 petitions with two years and a half, and the latter £500 to secure dismissals or adjournments of 31 petitions extending over a period of eleven years. But there are even more striking cases of debtors who, notwithstanding the continual

filing of petitions against them, have so far managed to avoid bankruptcy. Thus since 1884 one debtor has had 200 and another over 300 petitions against him, none of which have resulted in a receiving order. It is doubtful whether it was ever intended that a bankruptcy petition should be used as a means of bringing pressure to bear upon a debtor for the individual benefit of the petitioning creditor. The Legislature has in fact, clearly thought it necessary to take precautions against abuse of the process of the court by providing that "a creditor's petition shall not, after presentation, be withdrawn without the leave of the Court" (Bankruptcy Act, 1883, section 7 (7)). The Court of Appeal has, however, decided that while it will not countenance the use of bankruptcy procedure as a means of extortion or undue pressure "it would be wrong to hold that an honest debtor should not be allowed to rehabilitate himself in trade by coming to an arrangement with his creditor, assuming that there is no extortion on the part of the creditor": *Re Bebro* (1900, 2 Q. B. 316 C.A.). The Master of the Rolls remarked in the same case as follows: "The Court of Bankruptcy may perhaps have drifted into a loose system of practice. In my opinion the practice that should be followed is indicated by section 7 of the Bankruptcy Act, 1883—that is, that no petition should be withdrawn without the leave of the court, or of the officers of the court, such leave to be given only after an exercise of judgment as to whether the case is a proper one for withdrawal." It is to be observed that many months often elapse after the filing of a petition before it is finally disposed of either by dismissal or by the making of a receiving order. Thus a petition, the 44th in number against the debtor within nine years, was filed on the 11th of August, 1899, and set down for hearing on the 6th of September. On that date it was adjourned to the 20th of September; again adjourned to the 11th of October, the debtor applying for an adjournment to enable him to settle with his creditors; again adjourned to the 8th of November, debtor's counsel applying for further adjournment on the ground of the debtor's illness and inability to complete business arrangements; again adjourned to the 20th of December, when the receiving order was made. After the filing of the petition on which this receiving order was made, nine other petitions were filed, on one of which a second receiving order was made on the 4th of December last. It is obviously desirable that every facility should be given to a debtor to meet his liabilities where he is not hopelessly embarrassed, and where there are reasonable grounds for believing that successive adjournments and withdrawals by arrangements are not simply leading to absorption of his assets in law costs or payments made to individual creditors at the expense of others. But it is to be feared that in a large number of cases the latter is the real result of the proceedings. And if the principle laid down above by the Master of the Rolls could be more thoroughly enforced, it is probable that there would be fewer bankrupt estates, with large liabilities, where the assets had entirely disappeared.

THE MILWARD CASE.

MR. ROBERT HARDING MILWARD, of Birmingham, surrendered to his bail, says the *Daily Mail*, at the Birmingham police-court on the 9th inst. The first charge investigated by Mr. Colmore, the stipendiary magistrate, was that Mr. Milward, having been entrusted as attorney with the sum of £2,800 belonging to the trustees of the late Sir John Jaffray, with a direction in writing as to the disposal of the money, unlawfully converted the same to his own use and benefit. The somewhat complicated story which Mr. Parfitt laid before the magistrate was this: Mr. Milward had acted for many years as the solicitor and adviser of the late Sir John Jaffray. After his death the executors—Sir William Jaffray, Sir J. C. Holder, and Mr. Walter Wiggin—decided to administer the estate by holding periodical meetings, and on the 23rd of April, 1901, passed a resolution that Messrs. Milward should pay all money they might receive on behalf of the estate direct to the estate's account at Lloyds Bank, Temple-row West. Two months later Mr. Milward suggested the sale of 4,000 shares in the Wohlfahrt Lead Mines at 14s. a share. This was agreed to, and on the 22nd of June a sale was effected to the Continental Diamond Rock Boring Co. On that date a cheque for £2,800 was given to Mr. Milward by the company in payment for the shares, for which he gave a receipt. But the cheque was paid, not into the Jaffray account at Lloyds Bank, but into Mr. Milward's own private account at the Birmingham branch of the Bank of England. That account, suggested the prosecution, was not then in a satisfactory condition. As soon as the cheque for £2,800 was cleared, Mr. Milward drew a cheque upon his account for £2,000, receiving in exchange four £500 Bank of England notes. These notes were taken to Lloyds Bank in Colmore-row and paid to the credit of Messrs. Milward's account. On the same day a cheque was drawn by the firm for £1,275, in favour of King Edward's Grammar School, the governors of which were pressing Mr. Milward for the deposit money on a sale of land. From that time forward the Jaffray trustees had never heard of the cheque for £2,800, and had never received a penny of the money. Mr. C. D. Steward, of South Hampstead, secretary of the Wohlfahrt Lead Mines and the Continental Diamond Rock Boring Co., said the defendant was chairman of both companies. Bank evidence as to the manipulation of the £2,800 cheque was given. Mr. Milward had to his credit at the Bank of England just previous to this a sum of £274. At Lloyds Bank, to which £2,000 in four notes was paid, there was a debit of £443. In the pass-book of "Milward & Co., old account" at Lloyds Bank it appeared that at this time the amount owing to the bank was over £18,121. This was treated as a dormant balance, and interest on it had been charged. Mr. Vachell (for the defendant) secured the admission from the cashier at Lloyds Bank that this was not an unsecured debt. Mr. Luke Sharp, official receiver, stated that the defendant was adjudicated bankrupt on the 9th of July, 1902, and his total liabilities were set down at £39,517 0s. 3d.;

creditors fully secured £8,000, their securities being estimated at £12,000. Creditors partly secured were set down at £21,797 16s. 6d., and the value of the securities at £16,140 17s. 9d. The unsecured creditors amounted to £6,228 13s. 10d. The assets consisted of furniture £2,500, and the surplus from the fully-secured creditors of £4,000. With reference to the joint estate the total liabilities sworn to were £103,170 15s. 11d.; creditors fully secured £5,927 12s. 5d., estimated value of the securities £9,427 12s. 5d., showing a surplus of £3,500; creditors partly secured £28,302 3s. 3d., estimated value of securities £16,200; total liabilities unsecured £91,653 3s. 5d. The assets were put at £64,930 3s., which included an item of £44,750 which appeared as "contingent interest in various undertakings." "Those figures shew," asked Mr. Vachell, "that the separate estate of the defendant was solvent?" "Yes. It shews a surplus of £123 8s. 6d. Then there would be his liability in respect of the trusteeship of several estates which appear as liabilities against the joint estate." Superintendent Daniel having given evidence of Mr. Milward's arrest at Ashton-under-Hill, he was formally committed for trial on this charge. "I am not guilty, and I leave the matter in the hands of my counsel," he said. The charge of misappropriation of the sum of £724 10s. was put heard and adjourned for a week. Mr. Milward was released on heavy bail—himself in £2,000 and five sureties in £500 each in respect of the committal, and the same in respect of the adjourned charge.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. CHARLES WILLIAM BARDSWELL, Recorder of Kingston-on-Thames, on Monday last, at his residence, The Beacon, Surbiton-hill. He was the eldest son of Mr. Charles Bardswell, formerly the head of the firm of Bardswell, Littledale, & Bardswell, solicitors, of Liverpool. He was educated at Kepton School and Trinity College, Oxford. He was a pupil of Lord Cairns (then Mr. Cairns). In 1857 he was called to the bar, and for many years practised in the Lancaster Palatine Court. He had subsequently a good practice at the Chancery bar, but, we believe, had recently retired. In 1890 he was appointed Recorder of Kingston in the place of the late Sir William Hardman.

By the death of Mr. ALFRED E. COPP, of 36, Essex-street, London, and Wimbledon, on the 7th inst., at the age of fifty-five, Wimbledon loses its oldest established practising solicitor. Mr. Copp was admitted in the year 1867, and in the year 1879 received the appointment of a commissioner for oaths. He was the solicitor to the Wimbledon Permanent Building Society since its inauguration twenty-seven years ago. In the course of his professional career, extending over thirty-five years, Mr. Copp was retained on behalf of either plaintiff or defendant in some celebrated reported cases. He represented the late Mr. Hampden in the well-known action of *Hampden v. Walsh* in the year 1870. He was educated at Taunton and articled at Barnstaple, and had practised for thirty-two years in Essex-street, Strand, and for thirty years at Wimbledon, which businesses his son, Mr. Alfred E. G. Copp will continue to carry on. He was a great authority on valuable books and coins. Perhaps he excelled even more as a numismatist than as a book expert. For the past twenty-three years he had acted as honorary treasurer of the Numismatic Society of London, and in his official capacity met many eminent men, and was well known to the Mint authorities and to the present Governor of the Bank of England. His death will be deplored by a wide circle of friends, and particularly in Essex-street, Strand, and Wimbledon, where his genial and kindly face will be especially greatly missed. Mr. Copp was twice married and leaves a widow and eight children to mourn his loss.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

ALBERT WILLIAM LARGE and HENRY ERNEST MAJOR, solicitors (Large & Major), Leamington. Sept. 30.

EDWARD PALLING LITTLE, HENRY HAMILTON MILLS, and FERDINAND SAMFORD WHITTINGHAM, solicitors (Little, Mills, & Whittingham), Stroud. Oct. 1. So far as concerns the said Henry Hamilton Mills.

[Gazette, Oct. 10.]

GENERAL.

It is announced that the Lord Chief Justice will preside at a meeting of the King's Bench judges in his private room at the Law Courts on Monday, the 27th inst., at three o'clock.

It is stated that the Lord Chief Justice is expected to arrive at Southampton from South Africa on Saturday, the 25th of October, and he has arranged to sit in court on the following Monday morning.

It is announced that the Hague Arbitration Court on Tuesday brought to a conclusion the consideration of the Californian "Pious Fund" case between Mexico and the United States. It awarded to the United States the sum of 1,420,682 dols. Mexican currency, and directed Mexico to pay for ever an annual sum of 43,051 dols.

At the Birmingham County Court this week, Judge Whitthouse, says the *Daily Mail*, said, with regard to robing, it was well that a legal gentleman should be reminded by the drag of his gown or the heat of his wig that he was bound to act in the interests of his client, apart from his own opinions, prejudices, or sentiments. But, the judge added, he would neither send to prison nor refuse to hear an advocate who declined the robe.

It is stated that when a poacher at Towcester on Wednesday was informed by the Duke of Grafton, the presiding magistrate, that he would be fined £5 and 16s. costs, the following conversation ensued: "You can't do it," protested the poacher. "Yes, we can," replied the duke. "You are overstepping the mark," retorted the prisoner; "you cannot fine me more than £5. I have been through it before many a time, so I know." Eventually it was found that the poacher was right, and the fine was accordingly revised, whereupon the penalty was paid with an air of triumph.

Professor John Macdonell, M.A., LL.D., C.B. (Quain Professor of Comparative Law), will deliver a course of lectures at University College on Tuesdays at 5 p.m., beginning on Tuesday, the 21st of October, 1902. The subject will be "Public International Law," and the introductory lecture will deal with "Recent Changes in International Law, particularly as to Neutrality." The course, it is hoped, will be continued in subsequent terms, so as to cover the greater part of international law. The lectures are open to the public without fee; they are intended not only for lawyers but for students of political economy, political science, and sociology.

His Honour Judge Gwynne-James, of the Bath County Court, has, says the *Quill*, published by the Bristol Law Students' Society, apparently been taking considerable trouble to make the new rules as to administration orders known to the public frequenting his courts. Addressing those present in court at Bath last month upon the procedure which would be adopted in future regarding administration orders, he remarked that probably these rules would reach very few persons, and he thought it might be of use to the public if he shortly stated the alterations in procedure and jurisdiction which were brought about by them. He proceeded to do so, and wound up by advising those concerned to obtain copies of the new rules, otherwise they might find themselves in some difficulty in future. The judge also made similar observations when holding his court at Swindon.

At the Berkshire Quarter Sessions, on Monday, a letter was read from the chairman, Mr. W. G. Mount, resigning his office on the ground that his increasing age had told so much on his powers of hearing that he felt he could no longer do his duty adequately either to the court or the prisoner. The Lord Lieutenant of the county (Mr. J. H. Benyon) said through Mr. Mount's unfailing kindness and affability and the good will with which he conducted the business of that court he had gained the affection and esteem of every member of it. He proposed the following resolution: "That this court, having been informed of Mr. Mount's resignation of the chairmanship of the quarter sessions, desires to express its great regret at losing his able services, and to thank him very heartily for the able and courteous manner in which he has presided over it for the last fifteen years, and also to express the earnest hope that health and happiness may be his for many years to come." The vice-chairman (Mr. A. R. Tull) seconded the resolution, which was carried unanimously.

The Attorney-General has issued the following notice with reference to the arrangements for the service at Westminster Abbey on Friday morning, the 24th inst., before the reopening of the Law Courts for the Michaelmas sittings: "On the occasion of the reopening of the Law Courts a special service will be held at Westminster Abbey at 11.45, which the Lord Chancellor and his Majesty's judges will attend. In order to ascertain what space will be required, members of the junior bar wishing to be present are requested to send their names on or before Wednesday, the 22nd inst., to the Secretary of the General Council of the Bar at 2, Hare-court, Temple. Barristers attending the service must wear robes, and should be at the Jerusalem Chamber, Westminster Abbey (Dean's-yard entrance), where robing accommodation will be provided, not later than 11.30. A limited number of seats in the south transept will be reserved for friends of members of the bar, to whom one ticket (or if possible two) will be issued on application to the Secretary of the Council of the Bar on or before Wednesday, the 22nd inst. No tickets are required for admission to the north transept, which is open to the public."

The following are the arrangements made by the judges for hearing Probate and matrimonial cases during the ensuing Michaelmas sittings:—Undefended matrimonial causes will be taken on Friday, the 24th, Monday, the 27th, and Tuesday, the 28th of October, and every Monday during the sittings after motions. Common jury cases will be taken on and after Wednesday, the 29th of October. Probate and defended matrimonial causes for hearing before the court itself will be taken in Court I. after the common juries are finished, and may also be taken in Court II. after the 28th of October when Admiralty cases are not appointed to be heard. Special jury cases will be taken on and after Wednesday, the 26th of October. Divisional Courts will be formed to sit on Tuesday, the 4th of November, and Tuesday, the 2nd of December. Motions will be heard in court at 11 o'clock on Monday, the 27th of October, and on each succeeding Monday during the sittings; and summonses before the judge be heard at 10.30 on Saturday, the 25th of October, and on every succeeding Saturday during the sittings. Summonses before the registrars will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the sittings at half-past 11 o'clock.

James Rider, for many years a solicitor at Leeds, was charged, says the *St. James's Gazette*, on remand on the 13th inst., before the Leeds Stipendiary, with misappropriating £2,150, the moneys of Annie Elizabeth Jordan, formerly of London, now residing at a convalescent home at Rawdon. It was alleged that a deed of settlement was executed in 1868 by which a sum of £1,000 was to be invested, and the interest paid to Mrs. Jordan. There was also a supplemental deed dated 1871 for three separate funds, bringing up the total to £2,150. Defendant was the surviving trustee. Mrs. Jordan, in her evidence, said the defendant had told her

that the money being invested with other moneys in the bank brought in a better interest—4½ per cent.—than it would otherwise. Witness said that she received the interest regularly. A further adjournment to Monday next was granted, bail in £800 being accepted.—Another case of misappropriation was heard at Liverpool on Monday, when Horace Claude Victor Bielby, solicitor, was charged on remand with misappropriating and converting to his own use £800 belonging to William Curphey, administrator of the estate of Thomas James Edwards. Mr. Edwards, says the *Daily Mail*, who was in the employ of the Mersey Docks and Harbour Board, died intestate in 1896, leaving a daughter, then sixteen years of age. The accused was solicitor to the estate, and it was alleged that he had raised money by mortgage and misappropriated it. Evidence was given by the daughter of the deceased, and accused was remanded until Friday.—And lastly, at the Marylebone police-court on Monday last, Herbert Bamford, a solicitor, of 301, Great Portland-street, W., was remanded on a charge of misappropriating part of a sum of £213 3s. 4d. entrusted to him by a client. It was stated, says the *Daily Mail*, that on the 16th of August the prisoner was called in to make the will of a boot-jobber named Robert Neasmith, who died three days later, leaving a sum of £213 3s. 4d. in the Post Office Savings Bank. At the request of the executor, Mr. Edward Pitt, the prisoner drew out this money, and it was alleged that he paid at least £160 of it into his private account, and had only handed two sums of £12 and £12 10s. to the legatees. In spite of repeated applications, the executor had been unable to obtain a settlement, and cheques given for small sums had been dishonoured. On Wednesday the matter again came before the magistrate, and, says the *Times*, Mr. Sidney Gilbert Polhill, a solicitor acting on behalf of the Royal Society for the Prevention of Cruelty to Animals, stated that the society was a legatee under Mr. Neasmith's will to the extent of £100. Not receiving the amount, he wrote in August to the prisoner, asking for it to be paid by return of post, and in reply received a letter on the 27th of August to the effect that the prisoner was out of town for a few days, but on his return the matter would have his immediate attention. The money, however, never came to hand. After further evidence, the prisoner said that he would reserve his defence. Mr. Curtis Bennett formally remanded him until Friday. Bail was allowed.

The Bristol Corporation announces an issue of £640,000 Three per Cent. Stock at 94. The first dividend, being a full six months' interest, is payable on the 1st of February, 1903. The Bank of England will receive applications. The stock will be redeemed at par on the 8th of June, 1903, but may be redeemed at par, at the option of the Corporation, on and after the 8th of June, 1902, on three month's notice.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[ADVT.]

THE PROPERTY MART RESULT OF SALE.

REVERSIONS AND LIFE POLICIES.

Messrs H. R. FOSTER & CRANFIELD held their Periodical Sale (No. 725) of the above interests at the Mart, E.C., on Thursday last. Policies for £18,000 on the life of Mr. E. H. MILDRED, of Birmingham, were sold after keen competition for £9,150; the total of the sale was £14,255.

ABSOLUTE REVERSION to a moiety of £1,637 5s. 1d. Metropolitan & £

per Cent. Consolidated Stock; life 52 Sold 1,700

LIFE POLICIES:

For £5,000; life 60	...	...	...	...	...	...	...	...	...	2,040
For £1,500; life 74	...	...	...	...	...	...	...	...	...	580
For £5,000; life 64	...	...	...	...	...	...	...	...	...	2,200
For £5,000; same life	...	...	...	...	...	...	...	...	...	1,500
For £5,000; same life	...	...	...	...	...	...	...	...	...	3,110
For £4,000; same life	...	...	...	...	...	...	...	...	...	2,360
For £1,500; life 43	...	...	...	...	...	...	...	...	...	280
For £5,000; life 48	...	...	...	...	...	...	...	...	...	575

WINDING UP NOTICES.

London Gazette.—FRIDAY, OCT. 10.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BALMORALIA LIMITED—Peta for winding up, presented Sept 10, directed to be heard before the Court at Birmingham on Oct 15. Withers, High Holborn, solers for petener. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 23.

CAMPBELL, EVANS, & CO. LIMITED, 6, Cherry St, Birmingham—Creditors are required, on or before Nov 21, to send their names and addresses, and the particulars of their debts or claims, to Charles Thomas Appleby, 26, Corporation St, Birmingham.

GEORGE FOWLER, SON, & CO. LIMITED (IN LIQUIDATION)—Creditors are required, on or before Nov 20, to send their names and addresses, and the particulars of their debts or claims, to Thomas William Oakshott, 7, Victoria St, Liverpool. Ballinger & Co, Liverpool, solers for liquidator.

KLODNER CHAMPS D'OR SYNDICATE, LIMITED—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to John Reginald Edwards, 15a, Paternoster Row.

PEN-Y-LAN STEAMSHIP CO. LIMITED—Peta for winding up, presented Sept 19, directed to be heard Oct 25. Goddard & Co, 86 Michael's House, St Michael's Alley, Cornhill,

solers for petener. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 27.

SHILLITO STEAMSHIP CO. LIMITED—Peta for winding up, presented Sept 19, directed to be heard Oct 25. Goddard & Co, 86 Michael's House, St Michael's Alley, Cornhill, solers for petener. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 27.

UNIVERSAL TRADING CO. LIMITED—Peta for winding up, presented July 30, directed to be heard in the County Court, Birmingham, Oct 23. Withers, 319, High Holborn, solers for petitioning creditor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 22.

WOODRUFF STEAMSHIP CO. LIMITED—Peta for winding up, presented Sept 19, directed to be heard Oct 25. Goddard & Co, 86 Michael's House, St Michael's Alley, Cornhill, solers for petener. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 27.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

PHOENIX BREWERY CO. LIMITED—Peta for winding up, presented Oct 9, directed to be heard before the Court at the Chancery Office, 9, Cock St, Liverpool, on Oct 21, at 11 a.m. Standing & Co, 1, King St, Rochdale, solers for petener. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 30.

London Gazette.—TUESDAY, OCT. 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CARLO GATTI & STEVENSON, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Edward Hart, 30, Moorgate St.

CENTRAL LONDON PRESS—Creditors are required, on or before Nov 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred George Sayes, 53, Conduit St.

FRANCOIS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Nov 12, to send their names and addresses, and the particulars of their debts or claims, to Percy Mason, 54, Gresham St, Barrow, Old Jewry Chambers, solers for liquidator.

IBO INVESTMENT TRUST, LIMITED—Peta for winding up, presented Oct 10, directed to be heard Oct 23. Foss & Co, Fenchurch St, London, solers for petener. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 27.

NEW FRAZER RIVER GOLD MINES, LIMITED—Creditors are required, on or before Nov 29, to send their names and addresses, and the particulars of their debts or claims, to William Albert Stearns, 23, Leadenhall St, Barrie, Fenchurch St, solers.

NORWICH VINEGAR AND DISTILLERY CO. LIMITED—Peta for winding up, presented Sept 15, directed to be heard at the Shirehall, Norwich, Oct 23, at 11. Mills & Reeve, London St, Norwich, solers for petener. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 21.

PETROLITE AND OTHER PATENT FUEL CO. LIMITED (IN LIQUIDATION)—Creditors are required, on or before Nov 18, to send their names and addresses, and the particulars of their debts or claims, to William Henry Lynch, 9, Throgmorton Av, Travers & Co, Throgmorton Av.

THOMAS BRIERLEY & SONS, LIMITED—Peta for winding up, presented Oct 9, directed to be heard at County Court House, Queen St, Huddersfield, on Oct 23 at 11. Ramsden & Co, Station at Huddersfield. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 24.

TRYON EXPLORATION CO. LIMITED—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to Samuel Arthur Smith, 8, Laurence Pountney Hill, Cannon St.

TUDOR HOTEL CO. LIMITED—Peta for winding up, presented Oct 9, directed to be heard Oct 25. Leman & Co, 81, Lisson's Inn Fields, solers for petener. Any person who intends to appear must send notice of his intention to the petitioner in accordance with Rule 20 of the Companies Winding up Rules.

UNLIMITED IN CHANCERY.

DEVONPORT GAS AND COKE CO.—Creditors are required, on or before Nov 6, to send in particulars of their debt or claims, to Fred Tretlaw, 6, St Aubyn St, Devonport.

CREDITORS' NOTICES.

UNDER 22 & 23 VICI. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, OCT. 7.

ADAMS, JOHN, HUNT Green, Sussex, Wine Merchant Nov 11 Harris, Tounbridge

ALLEN, CHARLES ROYLE, Manchester, Solicitor Nov 15 Ormerod & Allen, Manchester

BALL, HANNAH, Southampton Nov 15 Waller, Southampton

BARRAS, ANNE MARY, Newcastle upon Tyne Nov 1 Dickinson & Co, Newcastle upon Tyne

BRESON, Brevet Lisut Col GEORGE ELLIOTT, Allerwash Fourstones, Northumberland Oct 31 Clayton & Gibson, Newcastle upon Tyne

BLYTH, THOMAS WORRIN, Stanfold Is Hope, Essex, Farmer Nov 1 Woodward & Co, Stanfold Is Hope

BROWN, RICHARD, Sunnyside, nr Gateshead, Farmer Dec 8 Dransfield & Eldon, Newcastle-upon Tyne

CANNICK, Sir JAMES MORRIS, Dean's yd, Westminster Nov 30 Hicks & Son, Gray's Inn Sq

CARTER, SELINA, Headcorn, Kent Nov 10 King & Hughes, Maidstone

CHAPMAN, MICHAEL, Branderburton, Yorks, Farmer Nov 30 Robinson & Sheffield, Beverley

CLARKEBOULD, RICHARD, Dover Nov 15 Stillwell & Harby, Dover

FREW, ALICE LOUISA, Balham Nov 11 Hannay & Reynolds, Arundel St, Strand

GILBERT, ANNIE, New South Wales, Australia Nov 15 Lucas & Bailey, Clifford's Inn, Fleet St

GRAHAM, DAVID, Newcastle upon Tyne Nov 25 Stobo & Livingstone, Newcastle upon Tyne

GREGORY, MARY ELIZABETH CAROLINE, Whalley, Lancs Nov 2 Metcalfe & Co, Raymond Bldgs, Gray's Inn

HARRISON, WILLIAM, Hurworth on Tees, Durham Oct 31 Wooler & Wooler, Darlington

HART, WILLIAM TASKER, Scarborough Nov 15 Hart, Scarborough

HODGSON, WILLIAM HENDERSON, Carlisle, Solicitor Nov 10 Halton & Hodgson, Carlisle

HUGHES, WILLIAM, Trowbridge, Wilts Nov 15 Angell, Chatteris, Cambridge

KING, JAMES, Melbourne, Cambridge, Innkeeper Nov 10 Wortham & Co, Royston

LEWISON, LEONARD, New York Nov 30 Adler & Perowne, Opshall Av

MATT, LOUISA ADAMS, Cropstone, Leicester Nov 6 Neale, Leicester

MATTS, RICHARD SHIPLEY, Cropstone, Leicester, Licensed Victualler Nov 6 Neale, Leicester

MURRAY, JOHN, Whitley Bay, Northumberland Oct 25 Dransfield & Eldon, Newcastle upon Tyne

NAYLOR, MARY, Workshop, Notts Dec 1 Hodding & Co, Workshop
 NEWMAN, EDWARD ADOLPHUS, Untermais, nr Meran, South Tirol, Austria Nov 12
 Hawes & Co, Gt Winchester st
 PATTEN, WALTER, Shurdington, Glos, Butter Dealer Dec 3 Billings, Cheltenham
 PAUL, MARIA, Herne Bay Nov 8 Grenside, Gt George st, Westminster
 ROGERS, HENRY MACKENZIE, Washwood Heath, Birmingham Nov 5 Cottrell & Son,
 Birmingham
 SCRALES, ROSE, Nice, France Nov 20 Fallows & Rider, Lancaster pl, Strand
 SHEKELL, CAROLINE, Biddford, Warwick Nov 19 Blatter & Co, Stratford upon Avon
 SMITHIES, EMMA, Halifax Nov 7 Huntriss, Halifax
 TOLLENACHE, The Hon LYONEL PLANTAGENET, Bala, N Wales Nov 11 Kardley & Co,
 Charles st, St James
 WILLIAMSON, CELIA, Southport Nov 8 Reid, Liverpool
 WILLS, CHARLOTTE, South Kensington Nov 8 Grenside, Gt George st, Westminster
 WOODS, JOHN ANTHONY, Newcastle upon Tyne Oct 31 Clayton & Gibson, Newcastle
 upon Tyne
 WRIGHT, MARY ANN, Scarborough Nov 15 Hart, Scarborough

London Gazette.—FRIDAY, Oct. 10.

APPLEBY, EMILY ANN, Hastings Nov 9 Prior & Co, Bedford row
 APPELBY, EDWARD, Barby, nr Selby, Yeoman Jan 6 Barker & Parker, Selby
 ASHWORTH, FANNY, Gilroyd Dodworth, nr Barnsley Nov 4 Newman & Bond, Barnsley
 ATKINSON, JOHN HENRY, Bradford, Librarian Nov 7 Trewayas & Maasy, Bradford
 BRAITHWAITE, MARIADUKE, Aiskew, nr Bedale, York Oct 25 Swarbrick, Bedale
 CLARK, ANN, Evesham Dec 15 Byrch & Co, Evesham
 COLLIER, WILLIAM, Southend, Essex Nov 10 Clark, Eastch ap
 COVELL, JAMES GEORGE, Preston Park, Brighton Nov 14 Laytons, Budge row, Cannon st
 COXON, WILLIAM, Newcastle on Tyne Nov 11 J D & D M Macdonald, Newcastle on
 Tyne
 DARE, WILLIAM, Llantrisant, Glam, Contractor Nov 1 Incedon, Minehead, Somerset
 DENNIS, ARTHUR, New Barnet, Herts, Merchant Nov 30 Mellor & Coleman, Coleman st
 DRURY, ELIZABETH, Knightsbridge Nov 11 Bayles & Co, Fore st
 DUCKWORTH, MARY GEORGINA, St David, Exeter Dec 6 James, Exeter
 DUCKWORTH, MARY ISABELLA, St David, Exeter Dec 6 James, Exeter
 EBRINGTON, CHARLOTTE GEORGINA AMELIA, Worcester Nov 7 Wood & Bourne, Southam,
 Warwickshire
 GALLOP REV RICHARD WILLIAM, Winchmore, Hampshire Nov 23 Ashworth & Inman,
 Manchester
 GARRATT, ALFRED, Richmond Oct 31 Tempany & Co, Bedford row
 GOODMAN, ANNIE, Brighton Nov 15 Nye & Treacher, Brighton
 GRIFFS, WILLIAM, Salisbury, Licensed Victualler Nov 8 Fulton, Salisbury
 HALL, CHARLES, Wheatthorpe, Glos, Farmer Nov 1 Norris, Stroud
 HANCOCK, ISABELLA, Harborne, Birmingham Nov 22 Hooper & Ryland, Birmingham
 HEATH, WALTER, Hammersmith rd Nov 18 Robinson, Hounslow
 HITCHEN, JOHN, Bradford Nov 13 Greaves & Greaves, Bradford
 KATZ, MARK, St George's st East Nov 22 Windsor & Co, Jewry st, Aldgate
 LONGMORE, REV PHILIP ALEXANDER, Hermitage, nr Newbury, Berks Nov 29 Sworder &
 Longmore, Hertford
 MAYS, ETHEL MERCY, Barking, Essex Dec 3 Bodman, Lancaster pl, Strand
 MELLING, MARY ELLEN, Birkdale, Southport Nov 8 Court, Southport
 MITCHELL, ALFRED, Lincoln Oct 31 Smith, Lincoln
 PAGE, WILLIAM AUGUSTUS, Luddham, Norfolk, Farmer Nov 22 Dixie & Preston, Gt
 Yarmouth
 PATRICK, GEORGE, Ripley, York, Joiner Nov 15 Gilling, Harrogate
 PICK, EDGAR SEDGWICK, Patney Hill Jan 1 Ashley & Co, Frederick's pl, Old Jewry
 RICHMOND, WILLIAM HENRY, Harrogate, Professor of Music Nov 25 March & Co,
 Manchester
 TYLEY, ELIZABETH, Wedmore, Somerset Dec 1 Smith & Burrough, Wedmore
 VANRETTART, Capt FREDERICK, Brighton Nov 30 Brooke & De la Combe, Westerham,
 Kent
 VERITY, GEORGE HAMILTON, Bournemouth Nov 21 Winterbothams & Gurney,
 Cheltenham
 WALTER, ROBERT GEORGE, Hford, Builder Nov 21 Tyler, Gracechurch st
 WATKINS, RICHARD JOHN, Hereford, Assistant Nov 8 Matthews, Hereford
 WHITE, ADOLPHUS CHARLES, Harpenden, Professor of Music Nov 18 May, Coleman st
 WHITTAKER, JOHN, Buxton Nov 7 Southern & Fullalove, Burnley
 WILLIAMS, FLORENCE MARY GRAHAM LLOYD, Guernsey Nov 8 Winterbothams & Gurney,
 Cheltenham
 WILSON, CHARLES LOUIS NAPOLEON, Bilton, Staffs Nov 22 Cobbett & Co, Manchester

London Gazette.—TUESDAY, Oct. 14.

AIRRY, ELIZA, Skipton Nov 26 Wilson, Skipton
 ALDERSON, ANN FRANCES MARIA, Bayswater Nov 15 Travers-Smith & Co, Throg-
 morton st
 AUCHINCLOSS, GRAHAM, Cheltenham, MD Nov 30 McLaren, Cheltenham
 BENNETT, JOHN, High Barnet Nov 30 Angell & Co, Gresham st
 BLAKEBOROUGH, JANE, Skelbank, Ripon, Yorks Dec 1 Wise & Son, Ripon
 BOYTON, EDWARD WILLIAM, Tooting Dec 31 Hubbard & Co, Cannon st
 BURN, CHARLOTTE, Bristol Dec 1 King, Bristol
 BURTON, SAMUEL CRICKMER, Gt Yarmouth, Solicitor Oct 31 Burton & Son, Gt Yarmouth
 CARMAN, JAMES, Willenhall Oct 26 Huish & Robins, Ilkeston
 CARR, CHARLES FREDERICK, Gt Yarmouth, Merchant Oct 31 Burton & Son, Gt Yarmouth
 COLES, CHARLES, Henley on Thames, Farrier Oct 31 Mercer & Blaker, Henley on
 Thames
 COOPER, JAMES, Birmingham, Provision Dealer Nov 21 Bickley & Lynx, Birmingham
 COTMAN, JOHN, Minorities Nov 29 Cooper, Manchester
 DAVIES, ALICE, Smethwick Dec 9 Smith, Birmingham
 DUNE, ALICIA MARGARET CAROLINE, Porchester ter, Hyde Park Nov 15 Justice &
 Patten, Bernard st, Russell sq
 FEARNLEY, ISABELLA, Ripon, Yorks Dec 1 Wise & Son, Ripon
 FLASHMAN, SARAH JANE, Dover Nov 12 Mowll & Mowll, Dover
 FLETCHER, JAMES, Littleborough Nov 14 Brierley & Hudson, Rochdale
 FURLEY, SAMUEL BIDDLEPH, Nottingham Nov 22 Eking & Wyles, Nottingham
 GANT, JAMES, Newington, Kingston upon Hull Nov 23 Thompson & Co, Hull
 GARRETT, ELIZABETH JACQUELINE, Bidgmont gls Nov 15 Oddfield & Jo, Walbrook
 GORST, GEORGE, Runcorn, Chester Nov 25 Burton & Wardle, Runcorn
 HARRIS, WILLIAM, Consett, Durham, Contractor Nov 11 Aynsley, Consett
 HATFIELD, WILLIAM HANCRETT, Cambridge Dec 1 Eadem & Sperring, Cambridge
 HENRAGE, Major CLEMENT WALKER, Compton Bassett, Wilts Nov 14 Few & Co, Surrey
 st, Strand
 HESLOP, JOHN, Thornaby on Tees, Yorks Nov 1 Horner, Stockton on Tees
 HERWILL, MARGARET, Ripon, Yorks Nov 29 Dickson & Co, Alnwick
 HICKMAN, WALTER EDWARD, Bedford, Bristol Nov 25 J L & E T Daniell, Bristol
 HUBBEN, WILLIAM, Pontonville, Carman Nov 6 Davis, Frederick st, Gray's inn rd
 IRELAND, WILLIAM DE COURCY, Baling, BA, LLD Dec 1 Taylor, Staple inn
 JEFFRIES, EDGAR, Walsall, Licensed Victualler Oct 31 Armstrong, Walsall
 LIMBURG, SOPHIA, Norton Folgate Nov 16 David Limburg and Emanuel Limburg, care
 of Howles, 12, Fournier st, Spitalfields
 McFARLANE, ALEXANDER, Danston, Durham, Rivet Manufacturer Nov 27 Wilkinson &
 Marshall, Newcastle upon Tyne
 MACROGROD, Lieut Col C B, Half Moon st Nov 10 A F & R W Tweedie, Lincoln's inn
 fields
 MANSFIELD, REUBEN, Nottingham, Lace Manufacturer Nov 18 Kay, Nottingham
 MATTHEWS, ROBERT FREDERICK, Edgbaston, Birmingham, Architect Nov 22 Beece &
 Harris, Birmingham
 MAY, MARY GRACE SEWARD, Exmouth Nov 1 Geare & Mathew, Exeter
 PAUL, GLADYS LISA DEAN, Sloane terr mans Nov 26 Nicholson & Co, Prince's st,
 Storey's gate
 PELLET, ALFRED, Manchester, Hatter Nov 15 Bond & Son, Manchester
 RAYBONE, MARY JANE, Widnes Nov 30 Linaker & Linaker, Runcorn
 RAYMOND, CUTHBERT, Southampton Nov 17 Newman & Co, Yeovil
 RICHMOND, WILLIAM Edge Nook, nr Kirby Ma'ward, Yorks, Farmer Jan 1 Edmundson
 & Gwiland, Ripon
 ROBINSON, ANNE, Skelbank, Ripon, York Dec 1 Wise & Son, Ripon
 ROTHWELL, MILES, Ashton under Lyne, Publican Nov 22 Whitworth & Co, Ashton under
 Lyne
 RUSSELL, EMMA, Surbiton Nov 25 Rimer, Surbiton
 SHERIFF, GEORGE, New Herrington, Durham, Agent Oct 31 Wright, Seaham Harbour
 SMITH, AMELIA, Edingley, Notts Nov 22 Eking & Wyles, Nottingham
 SMITH, EDWARD, Bawtry, Yorks Dec 1 Cartwright & Walker, Bawtry
 TAYLOR, SARAH, Handsworth Dec 9 Smith, Birmingham
 THOMAS, WILLIAM RICHARD, South Bank, Yorks Oct 31 Carrick, Stoledey
 TURNEY, GEORGE, Nottingham Nov 22 Eking & Wyles, Nottingham
 VERITY, CARTER, Lofthouse, Fountain Earth, Yorks, Yeoman Dec 1 Edmundson &
 Gwiland, Ripon
 WALSH, JOHN, Leeds, Painter Nov 29 Markland & Co, Leeds
 WILD, Enoch Hu'ma, Lancs, Brewer Nov 22 Whitworth & Co, Ashton under Lyne
 WRIGHT, JOSEPH, Burton on Trent, Wine Merchant Nov 15 J & W Dewey, Burton
 on Trent

BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, Oct. 7.

ADJUDICATIONS ANNULLED.

TAYLOR HENRY, Draper, Builder Bath Adjud June 29,
 1900 Annul Sept 24, 1902
 McSHANE, JOHN, Liverpool, Grocer Liverpool Adjud Oct
 29, 1900 Annul Oct 3, 1902

London Gazette.—FRIDAY, Oct. 10.

REMOVING ORDERS.

ADAMS, CHARLES HENRY, Walsall, Baker Walsall Pat
 Oct 9 Ord Oct 9

BENNS, PHILIP CHARLES, Laytonstone, Flour Factor High
 Court Pat Oct 8 Ord Oct 8
 BRIDGTOCK, HAZEL, Lowestoft, Grocer Gt Yarmouth
 Pat Oct 8 Ord Oct 8
 BROWN, RICHARD EDWARD, Ripley, Derby, Wheelwright
 Nottingham Pat Oct 8 Ord Oct 8
 BURLAY, WILLIAM, Camberwell High Court Pat Oct 7
 Ord Oct 7
 COOPER, GEORGE, Leicester, Shoe Laster Leicester Pat
 Oct 6 Ord Oct 6
 COWIN, CHARLES, and CHARLES DENTON, Sheffield, Fish-
 mongers Sheffield Pat Oct 8 Ord Oct 8
 CROSSLAND, TOM, Hemsworth, Yorks, Builder Wakefield
 Pat Sept 28 Ord Oct 8
 DANIEL, HENRY, Bucklesham, Suffolk, Miller Ipswich Pat
 Oct 7 Ord Oct 7

DAVIES, DANIEL, Trelaw, Glam, Timberman Pontypridd
 Pat Oct 6 Ord Oct 6
 DAWSON, HERBERT, Whitechurch, Salop, Cycle Agent
 Cwefo Pat Oct 6 Ord Oct 6
 EVANS, EDWARD ARTHUR Penrhyn Bay, nr Llandudno,
 Builder Cwefo Pat Sept 14 Ord Oct 6
 EVANS, WILLIAMS, Basingstoke, Glam, Baker Cardiff Pat
 Oct 6 Ord Oct 6
 EVERSHED, SAMSON, Brighton, Butcher Brighton Pat
 Oct 7 Ord Oct 7
 EUSTON, the Right Hon HENRY JAMES FITZROY, Bail of
 Cheshire High Court, Curran st High Court Pat July 18
 Ord Oct 8
 FISHER, ISAAC, Liverpool, Draper Liverpool Pat Sept
 18 Ord Oct 7

GOODMAN, CHARLES EDWARD, Lichfield, Staffs, Butcher
Walsall Pet Oct 7 Ord Oct 7
HEWITT, ALFRED HERBERT, Sheffield, Smallware Dealer
Sheffield Pet Oct 8 Ord Oct 8
HILL, JOHN, Stockport, Grocer Stockport Pet Oct 8 Ord
Oct 8
HOOPER, JOHN WILLIAM, Llanbradach, Glam, Grocer
Pontypridd Pet Oct 8 Ord Oct 6
HUTCHINGS, JAMES, North Elmham, Norfolk Carpenter
Norwich Pet Oct 6 Ord Oct 6
ISHERWOOD, THOMAS, Dawley, Salop Madaley Pet Oct 6
Ord Oct 6
JONES, JOHN BUTTER, Moss Side, nr Manchester, Grocer
Manchester Pet Sept 23 Ord Oct 8
KNIGHT, ALFRED EDWARD, Halesowen, Worcester,
Tobaccoist Shropport Pet Oct 4 Ord Oct 4
LEE, HENRY, Norwich, Auctioneer Norwich Pet Sept 23
Ord Oct 8
MITCHELL, JONAS WILLIAM, Leeds, Commission Agent
Leeds Pet Oct 6 Ord Oct 6
MORLEY, JUSTIN, Peterborough, Commission Agent Peter-
borough Pet Oct 7 Ord Oct 7
NEURING, JOHN, Trowbridge, Wilts, Cycle Dealer Bath
Pet Oct 8 Ord Oct 8
PARKES, JAMES, Stourbridge, Butcher Stourbridge Pet
Oct 6 Ord Oct 6
ROBERTS, JOHN HALL, Whitstable, Chemist Canterbury
Pet Oct 7 Ord Oct 7
ROBERTS, THOMAS, St Mewan, Cornwall, Farmer Truro
Pet Oct 8 Ord Oct 8
RYAN, THOMAS TAYLOR, Paignton, Devon, Cycle Agent
Plymouth Pet Oct 8 Ord Oct 8
SCHOMB, WOLFF, Upper Clapton High Court Pet Oct 6
Ord Oct 6
SKINNER, CHARLES, Sheffield, Watchmaker Sheffield Pet
Oct 6 Ord Oct 6
STADEN, GEORGE WILLIAM, Lewis, Licensed Victualler
Lewes Pet Sept 18 Ord Oct 8
TYSON, GEORGE, BARTON in FURNACE, Farmer Barton in
Furnace Pet Oct 6 Ord Oct 6
WALKER, ABRAHAM, Salford, Ironmonger Salford Pet
Oct 7 Ord Oct 7
WENT, JOHN, St Weonards, Hereford, Miller Hereford
Pet Oct 6 Ord Oct 6

FIRST MEETINGS.

BIRTWISTLE, JOHN THOMAS, Gt Hatwood, Lancs, Joiner
Oct 20 at 11 Off Rec, 14 Chapel st, Preston
BURLY, WILLIAM, Camberwell Oct 20 at 11 Bankruptcy
bids, Carey st
CLIFTON, WILLIAM JAMES, Oxford, Clerk Oct 17 at 11.30
1, St Aldates, Oxford
COOPER, GEORGE, Leicester, Shoe Laster Oct 17 at 3 Off
Rec, 1, Berridge st, Leicester
COCOT, RUPERT SIDNEY, Ripley, Derby, Jeweller Oct 21
at 11 Off Rec, 47, Pall st, Derby
DANIEL, HENRY, BUCKSHAM, Suffolk, Miller Oct 17 at 4
Off Rec, 34, Prince st, Ipswich
DOMAN, WILLIAM HENRY, Oxford, Picture Frame Maker
Oct 20 at 12 1, St Aldates, Oxford
DUNEDON, HENRY FREDERICK, Richmond, Carman Oct 19
at 11.30 Off Rec, 95, Temple chambers, Temple av
EDWARDS, CHARLES JAMES, Borough rd, Publisher Oct 21
at 12 Bankruptcy bids, Carey st
GILBERT, FRANK, Leeds, Carver Oct 17 at 11 Off Rec, 22,
Park row, Leeds
GULLIFORD, EDWARD, Cardiff, Newsagent Oct 17 at 3.30
11, St Mary st, Cardiff
HOLT, ARTHUR FRANCIS, Gorton, Gt Yarmouth, Carter's
Agent Oct 18 at 1 Off Rec, 8, King st, Norwich
HUNT, ALFRED, Bolton, Derby, Labourer Oct 17 at 1.30
Angel Hotel, Chesterfield
JOYCE, JAMES SMITH, Brixton, Brewer Oct 20 at 2.30
Bankruptcy bids, Carey st
KNIGHT, J G, Uckfield, Merchant Oct 20 at 11 Bank-
ruptcy bids, Carey st
LEITCH, CHARLES HERMAN, Hottisby, Author Oct 23
at 12 Bankruptcy bids, Carey st
LIDDINGTON, ROBERT HENRY, Bicester, Oxford, Grocer
Oct 17 at 12.15 1, St Aldates, Oxford
LOVEDIN, FREDERICK, Sheffield, Painter Oct 17 at 12 Off
Rec, Fytche in, Sheffield
MAUNDER, J B W, Broad at House Oct 22 at 11 Bank-
ruptcy bids, Carey st
MITCHELL, JONAS WILLIAM, Leeds, Commission Agent
Oct 17 at 11.30 Off Rec, 22, Park row, Leeds
NORTHAM, PERCY CUTBERT, Wotton under Edge, Glas,
Assistant schoolmaster Oct 15 at 3 Off Rec, Station
rd, Glas
OFFER, THOMAS WILLIAM, Shepherd's Bush, Grocer
Oct 21 at 2.30 Bankruptcy bids, Carey st
PARK, GEORGE, Low-stoft, Carver Oct 18 at 1.15 Off Rec,
8, King st, Norwich
PAYNE, GEORGE EDWARD, Portsmouth, Carpenter Oct 17
at 3 Off Rec, Cambridge junc, High st, Portsmouth
PITCAN, WILLIAM IRIDON, Manchester, Tailor Oct 17 at
2.30 Off Rec, Byron st, Manchester
POWELL, AGNES, E, Cardiff, Hardware Factor Oct 17 at 3
Off Rec, 117, at Mary st, Cardiff
RICHARDS, ROBERT GEORGE, Ilkeston, Hay Dealer Oct 17 at
11 Off Rec, 67, Pall st, Derby
SAVER, JOHN READ, Teit Mock's, Norfolk, Farmer Oct 11
at 12.45 Off Rec, 8, King st, Norwich
SCHOMB, WOLFF, Upper Clapton Oct 21 at 12 Bankruptcy
bids, Carey st
SEAW, JOHN FRYER, Darlington, Innkeeper Oct 21 at 3
Off Rec, 6, Albert rd, Middlesbrough
SHERRIFF, ALFRED, Bilecote, Leicester, Licensed Vic-
tualler Oct 17 at 12.30 Off Rec, 1, Berridge st,
Leicester
STACEY, FREDERICK THOMAS, Fovey, Cokerwall, Licensed
Victualler Oct 22 at 12 Off Rec, Bonowen st Truro
VENNER, EDGAR JOHN VICTOR, East Finchley, Artist Oct
17 at 12.30 Off Rec, 10, Temple chambers, Temple av
WATSON, JOHN, Millford Haven, Grocer Oct 21 at 12.30
Temperance Hall, Pembroke Dock
WATT, JAMES WILLIAM, Bournemouth, Carver Oct 17 at 11.30
34, Railway sq, London Bridge
WILKINSON, WILLIAM, Witham, Coal Dealer Oct 17 at
11 Off Rec, Trinity House in, Hull

ADJUDICATIONS.

ADAMS, CHARLES HENRY, Walsall, Baker Walsall Pet
Oct 8 Ord Oct 6
BAILLY, HENRY, Walsall, Metal Worker Walsall Pet
Aug 16 Ord Oct 1
BENNS, PHILIP CHARLES, Leytonstone, Flour Factor High
Court Pet Oct 8 Ord Oct 8
BRIDGESTOCK, HAZEL, Lowestoft, Grocer Gt Yarmouth
Pet Oct 8 Ord Oct 8
BURLY, WILLIAM, Camberwell High Court Pet Oct 7
Ord Oct 7
CALDWELL, JOHN, Bolton, Plumbage Manufacturer Bolton
Pet Sept 18 Ord Oct 6
COOPER, GEORGE, Leicester, Shoe Laster Leicester Pet
Oct 6 Ord Oct 6
COWIE, CHARLES, and CHARLES DENTON, Sheffield, Fish-
mongers Sheffield Pet Oct 8 Ord Oct 8
DANIEL, HENRY, BUCKSHAM, Suffolk, Miller Ipswich
Pet Oct 7 Ord Oct 7
DAVIES, A E, Bolton, Plumber Bolton Pet Sept 15 Ord
Oct 6
DAVIES, DANIEL, Treawla, Glam, Timberman Pontypridd
Pet Oct 8 Ord Oct 6
DOMAN, WILLIAM HENRY, Oxford, Picture Frame Maker
Oxford Pet Sept 27 Ord Oct 7
EMERY, HORACE, Newcastle under Lyne, Timber Dealer
shoe upon Trent Pet Sept 2 Ord Oct 6
EUSTON, the Rt Hon HENRY JAMES FITZPATRICK, Earl of
Chesham, Chesterfield glen, Curzon st High Court Pet July 15
Ord Oct 8
EVANS, WILLIAM, Blaengaw, Baker Cardiff Pet Oct 6
Ord Oct 6
EVERSHED, SAMSON, Brighton, Butcher Brighton Pet
Oct 7 Ord Oct 7
FISHER, ISAAC, Liverpool, Draper Liverpool Pet Sept 18
Ord Oct 8
GOODMAN, CHARLES EDWARD, Ogley Hay, Lichfield, Staffs,
Butcher Walsall Pet Oct 7 Ord Oct 7
GULLIFORD, EDWARD Cardiff Pet Oct 2 Ord Oct 2
HARVEY-RAE, RICHARD, New Broad st, Colonial Shipping
Merchant Pet July 19 Ord Oct 4
HEWITT, ALFRED HERBERT, Sheffield, Smallware Dealer
Sheffield Pet Oct 8 Ord Oct 8
HILL, JOHN, Stockport, Commission Agent Stockport Pet
Oct 8 Ord Oct 8
HOOPER, JOHN WILLIAM, Llanbradach, Glam, Grocer
Pontypridd Pet Oct 6 Ord Oct 6
HUTCHINGS, JAMES, North Elmham, Norfolk, Carpenter
Norwich Pet Oct 6 Ord Oct 6
KNIGHT, ALFRED EDWARD, Halesowen, Worcester,
Tobaccoist Stourbridge Pet Oct 4 Ord Oct 4
MITCHELL, JONAS WILLIAM, Leeds, Commission Agent
Leeds Pet Oct 6 Ord Oct 6
MORLEY, JUSTIN, Peterborough, Commission Agent Peter-
borough Pet Oct 7 Ord Oct 7
NEURING, JOHN, Trowbridge, Wilts, Cycle Dealer Bath
Pet Oct 8 Ord Oct 8
PARKES, JAMES, Woolston, Stourbridge, Butcher Stour-
bridge Pet Oct 6 Ord Oct 6
POLOASE, GEORGE FRANCIS JULIAN, Crosby sq, Steamship
Broker High Court Pet June 20 Ord Oct 4
ROBERTS, JOHN HALL, Whitstable, Chemist Canterbury
Pet Oct 7 Ord Oct 7
ROBERTS, THOMAS, St Mewan, Cornwall, Farmer Truro
Pet Oct 8 Ord Oct 8
RYAN, THOMAS TAYLOR, Paignton, Devon, Cycle Agent
Plymouth Pet Oct 6 Ord Oct 6
SEAMAN, JOHN, Hammer Smith, Tobaccoist High Court
Pet Sept 24 Ord Oct 7
STACEY, FREDERICK THOMAS, Fovey, Cokerwall, Licensed
Victualler Truro Pet Sept 18 Ord Oct 6
STUART, HENRY PAUCE, Wandsworth, Licensed Victualler
Wandsworth Pet June 20 Ord Oct 7
TAYLOR, WILLIAM WALTER, Walton, Lancs, Bread Baker
Liverpool Pet Oct 3 Ord Oct 6
VENNER, EDGAR JOHN VICTOR, Leicester rd, East Finchley
Artist Berridge Pet Oct 2 Ord Oct 7
WALKER, ABRAHAM, Salford, Ironmonger Salford Pet
Oct 7 Ord Oct 7
WATSON, SAMUEL, Beeston Mill, nr Nottingham Silk
Manufacturer Nottingham Pet May 2 Ord Oct 6
WENT, JOHN, St Weonards, Hereford, Miller Hereford
Pet Oct 6 Ord Oct 6
WILSON, JAMES, Newcastle on Tyne, Draper Newcastle on
Tyne Pet Sept 6 Ord Oct 3

ADJUDICATIONS ANNULLED.

POTTS, ARTHUR, Wolverhampton Wolverhampton Adjud
Jan 31, 1901 Annul Oct 6, 1901

London Gazette.—TUESDAY, Oct. 14.

RECEIVING ORDERS.

ADAMS, ROLAND, and JAMES GORRINGE FOYNTER, Gutter in,
Chesham, Soft Goods Merchants High Court Pet
Oct 9 Ord Oct 9
APPLEBY, ERNEST, and GEORGE WORTLEY MACHIN,
Sheffield, Metal Works Sheffield Pet Oct 9 Ord
Oct 9
ATKINSON, WILLIAM JOSEPH, Blackburn, Provision
Merchant Blackburn Pet Oct 7 Ord Oct 7
BARRAS, FRED, Hereford Hereford Pet Oct 7 Ord
Oct 7
BECKETT, JAMES, Abingdon, Berks, Tailor Oxford Pet
Oct 9 Ord Oct 9
BELLAMY, CHARLES, Cheltenham, Bookseller Cheltenham
Pet Oct 9 Ord Oct 9
BENSON, ROBERT ARTHUR SPACKMAN, Aberystwyth, Fancy
Goods Dealer Aberystwyth Pet Oct 10 Ord Oct 10
BEST, JAMES, Huddersfield, Fruit Merchants Huddersfield
Pet Sept 30 Ord Oct 10
BISHOP, PATRICK, Barton in Furness, Carter Barton in
Furness Pet Oct 11 Ord Oct 11
CHAMBERS, JOSEPH FARADAY, Goding, Notts, Manufac-
turing Chemist Nottingham Pet Oct 9 Ord Oct 9
COCKRENE, JAMES WILLIAM, Leicester, Builder Leicester
Pet Oct 11 Ord Oct 11
COLLIER, FREDERICK JAMES, Mansfield Woodhouse, Notts,
Licensed Victualler Nottingham Pet Oct 19 Ord
Oct 19

CARRSWELL, JAMES RICHARD, Portfield, Chichester,
Licensed Victualler Brighton Pet Oct 9 Ord Oct 9
DAVIES, DAVID, Diodowyll, Llangeler, Carmarthen
Carmarthen Pet Oct 11 Ord Oct 11
DAVID, ISAAC, Barford rd, Nunhead in Greenwich Pet
Oct 9 Ord Oct 9
DENT, WILLIAM CHARLES, and CHARLES SHEARMAN, Gains-
borough, Coachbuilders Lincoln Pet Oct 9 Ord
Oct 9
EDMONDSON, RICHARD, Middle Temple in, Temple
Barriater at Law High Court Pet Sept 25 Ord
Oct 10
FARRADAY & Co, T E, Goldsmith st, Drury in, Engineers
High Court Pet Aug 21 Ord Oct 10
FARRAS, GEORGE, Burnley, Commission Agent Burnley
Pet Oct 11 Ord Oct 11
FORBES, WILLIAM, Burnley, Tobaccoist Burnley Pet
Oct 9 Ord Oct 9
HADLES, EDWARD, East Fawley, Kent, Builder Maidstone
Pet Oct 9 Ord Oct 9
HARTNELL, WILLIAM, Leigh Fawley, Wingham, Somerset,
Fawley Pet Oct 11 Ord Oct 11
HAYNES, HARRY, Blackpool, Builder Preston Pet Sept 24
Ord Oct 10
HAYWARD, ARTHUR, Southend on Sea, Furniture Remover
Chelmsford Pet Oct 9 Ord Oct 9
HOAR, CHARLES EDWARD, Blackpool, Artist Preston Pet
Oct 10 Ord Oct 10
JESKINS, EDWARD THOMAS, Gt Grimby, Photographer Gt
Grimby Pet Oct 7 Ord Oct 7
JEWELL, GEORGE SOWDEN, St Austell, Cornwall, Smith
Truro Pet Oct 11 Ord Oct 11
JONES, ANNE, Colwyn Bay, Denbigh, Lodging house
Keeper Bangor Pet Sept 22 Ord Oct 9
MAIMSTON, THOMAS, Walsall, Greengrocer Walsall Pet
Oct 10 Ord Oct 10
MELLER, JOHN FARR, Maidstone, Butcher Maidstone Pet
Oct 11 Ord Oct 11
MELLER, JOHN WILLIAMS, Crown Bank, Sandbach, Fruitier
Macclesfield Pet Oct 9 Ord Oct 9
PICKERING, GEORGE, Newcastle upon Tyne, Cartwright
Newcastle upon Tyne Pet Oct 11 Ord Oct 11
PICKUP, JAMES HENRY, Whitefield, Lancs Bolton Pet
Oct 11 Ord Oct 11
PRIESTLEY, ALBERT EDWARD, and JAMES BEDFORD SELLARS,
Longwood, nr Huddersfield, Shoddy Manufacturers
Huddersfield Pet Oct 10 Ord Oct 10
PRICHARD, WILLIAM ELIAS, Chichester, Cathedral Port-
madoe Pet Oct 10 Ord Oct 10
REDFERN, BENJAMIN, Heckmondwike Dewsbury Pet
Oct 10 Ord Oct 10
REYNOLDS, WALTER, Kingston upon Hull, Timber
Merchant Kingston upon Hull Pet Oct 10 Ord
Oct 10
RICHARDS, HENRY, Aberystwyth, Glam, Collier Aberyst-
wyth Pet Oct 11 Ord Oct 11
RILEY, JOSEPH, Bradford, Staff Merchant Bradford Pet
Oct 11 Ord Oct 11
ROBERTS, ANN, and MARGARET ROBERTS, Morecambe,
Lodging house Keepers Preston Pet Oct 9 Ord
Oct 9
SHAW, JOHN WILLIAM, Nelson, Tobaccoist Burnley Pet
Oct 11 Ord Oct 11
SMALLMAN, JAMES, Linton, Hereford, Blacksmith
Hereford Pet Oct 10 Ord Oct 10
SMITH, CHARLES THOMAS, Mile End rd, Boot Dealer High
Court Pet Aug 25 Ord Oct 9
SMITH, GEORGE ALFRED, Dudley, Grocer Dudley Pet Oct
10 Ord Oct 10
SMITH, WILLIAM GEORGE, Norwich Norwich Pet Oct 11
Ord Oct 11
TARKER, J G, Piccadilly, Hosier High Court Pet Sept 11
Ord Oct 11
TRIGGS, GEORGE COOK, Cheltenham, Household Furnish
Remover Cheltenham Pet Oct 10 Ord Oct 10
WALLIS, EDWIN JOHN, Cambridge, Estate Agent Cam-
bridge Pet Oct 9 Ord Oct 9
WOODWARD, THOMAS BENNETT, Armitage, Staffs, Farmer
Stafford Pet Oct 9 Ord Oct 9

FIRST MEETINGS.

ADAMS, ROLAND, and JAMES GORRINGE FOYNTER, Gutter in,
Chesham, Soft Goods Merchant Oct 23 at 11 Bank-
ruptcy bids, Carey st
BALDWIN, WYNDHAM STUART COSMO, Newport, Mos,
Painter Oct 22 at 11 Off Rec, Westgate chambers,
Newport, Mos
BARTLEY, CHARLES GEORGE, Bridgewater, Painter Oct 21
at 11 Mr W H Tamplin, High st, Bridgewater
BAXTER, JOHN, sen, and JOHN BAXTER, jun, Abbey Town,
Cumberland, Farmers Oct 22 at 3 Off Rec, 34,
Fisher st, Carlisle
BEANS, PHILIP CHARLES, Leytonstone, Flour Factor Oct
28 at 12 Bankruptcy bids, Carey st
BRIDGESTOCK, HAZEL, Lowestoft, Grocer Oct 23 at 12 Off
Rec, 8, King st, Norwich
CARLEY, JOSEPH, Barton in Furness, Machine Driller
Oct 22 at 11 Off Rec, 16, Cornwalls st, Barton in
Furness
CARRADUS, ROBERT WILSON, Barton in Furness, Baker
Oct 22 at 11.30 Off Rec, 16, Cornwalls st, Barton in
Furness
CARRIES, WILLIAM HENRY, Ilkeston, Hosiery Manufac-
turer Oct 21 at 13 Off Rec, 4, Castle pl, Park st,
Nottingham
DALTON, LEONARD, Caiford Oct 21 at 11.30 24, Railway
sq, London Bridge
EMERY, HORACE, Newcastle under Lyne, Timber Dealer
Oct 21 at 2.30 Off Rec, King st, Newcastle Stafford
EUSTON, Earl of, Chesterfield glen, Curzon st Oct 21
at 12 Bankruptcy bids, Carey st
EVANS, WILLIAM BLANGARW, Glam, Baker Oct 22 at 21
Off Rec, 117, 86, Me-y st, Cardiff
EVERSHED, SAMSON, Brighton, Butcher Oct 21 at 11 Off
Rec, 4 Pavilion bids, Brighton
FAIRFIELD, EDWIN, jun, Solihull, Warwick General Iron-
monger Oct 22 at 11 174, Corporation st, Birmingham
GIBBS, SAMUEL, Richmond rd, Earl's Court, Family Butcher
Oct 22 at 2.30 Bankruptcy bids, Carey st
GREY, F B, Sile in, Queen Victoria Oct 29 at 11 Bank-
ruptcy bids, Carey st

GOODE, JOHN, Rochdale, Commission Agent Oct 21 at 13 Townhall Rochdale
 HADLER, EDWARD, East Farleigh, Kent, Builder Oct 21 at 230, 9, King st, Maidstone
 HANES, JOHN, Oswestry, Glam. Builder Oct 23 at 12 Reg. 117, at Mary st, Cardiff
 HOFF, FREDERICK, Leominster, Butcher Oct 27 at 10 4, 9 King st, Leominster
 HUTCHINGS, JAMES, North Elmham, Carpenter Oct 25 at 1 Off Rec. 8, King st, Norwich
 JEWELL, GEORGE SOWDEN, St Austell, Cornwall Oct 25 at 12 30 Off B. C. Bosconwen st, Truro
 MAWDSLEY, JOHN, Baiton in Furness, Newsagent Oct 23 at 13 Off Rec. 16, Cornwallis st, Baiton in Furness
 MELLOR JOHN FRANK, Maidstone, Butcher Oct 21 at 4 9 King st, Maidstone
 MELLOR, JAMES, Birmingham, Dairyman Oct 24 at 12 174, Corporation st, Birmingham
 MORFET, JUSTIN, Peterborough, Commission Agent Oct 24 at 11 85 The Law Courts, Peterborough
 MORRALL, JAMES YARDLEY, Redditch, Worcester, Needle Maker Oct 23 at 11 174, Corporation st, Birmingham
 PARKER, JOHN, Rochdale, Coal Merchant Oct 21 at 11 15 Townhall Rochdale
 PEARSON, THOMAS, New Greenhous, Labourer Oct 21 at 11 Off Rec. 16, O. Borne st, St Grimaby
 PRESTON, GEORGE WILLIAM, Wallall, Boot Manufacturer Oct 24 at 11 174 Corporation st, Birmingham
 REEVE, JAMES Redhill, Bootmaker Oct 22 at 12 24, Railway app London Bridge
 ROBERTS, THOMAS, Goodrich Farm, St Mewan, Cornwall, Farmer Oct 25 at 12 Off Rec. Bosconwen st, Truro
 RYAN, THOMAS TAYLOR, Paignton, Devon, Cycle Agent Oct 21 at 11 6 - theobald st, Plymouth
 SMITH CHARLES THOMAS, Mile End rd, Boot Dealer Oct 24 at 11 Bankruptcy bldgs, Carey st
 TASKER J. G. Piccadilly, Hosiery Oct 22 at 12 Bankruptcy bldgs, Carey st
 TAYLOR, WILLIAM WALTER, Waltham, Lanos, Bread Dealer Oct 22 at 12 Off Rec. 35, Victoria st, Liverpool
 THOMAS FREDERICK, Walsall, Wolverhampton, Grocer Oct 24 at 11 Off Rec. Wolverhampton
 WALKER, ABRAHAM, Salford, Ironmonger Oct 23 at 230 Off Rec. Hyman st, Manchester
 WOOD, RICHARD STUCKEY, Stoneycroft, Liverpool Oct 22 at 12 30 Off Rec. 35, Victoria st, Liverpool
 YOUNG, SAMUEL, Birmingham, Bottler Oct 22 at 12 174, Corporation st, Birmingham

ADJUDICATIONS.

ADAMS, ROWLAND, and JAMES GORRINGE POYNTER, Gutter in, Chesapeake, Soft Goods Merchant High Court Pet 10 9 Ord Oct 11
 ATKINSON, WILLIAM JOSEPH, Blackburn, Provision Merchant Blackburn Pet Oct 7 Ord Oct 7
 BARRAS, FRED, Hereford Hereford Pet Oct 7 Ord Oct 7
 BECKETT, JAMES, Abingdon, Berks, Tailor Oxford Pet Oct 9 Ord Oct 9
 BELLAMY, CHARLES, Cheltenham, Bookseller Cheltenham Pet Oct 9 Ord Oct 9
 BOWEN, WILLIAM ROBINSON, Manchester, Printer Manchester Pet Sept 30 Ord Oct 11
 BOWMAN, FREDERICK HUMPHREY, Victoria st, Westminster High Court Pet Sept 3 Ord Oct 8
 BRENNAN, PATRICK, Baiton in Furness, Carter Baiton in Furness Pet Oct 11 Ord Oct 11
 BROWN, RICHARD EDWARD, Ripley Derby, Wheelwright Nottingham Pet Oct 6 Ord Oct 11
 CHAMBERS, JOSEPH FARADAY, Gedling, Notts, Manufacturing Chemist Nottingham Pet Oct 9 Ord Oct 9
 COCKBURN, JAMES WILLIAM, Leicester, Builder Leicester Pet Oct 1 Ord Oct 1
 COLER, FREDERICK JAMES, Mansfield Woodhouse, Notts, Licensed Victualler Nottingham Pet Oct 10 Ord Oct 10
 COURT, RUPERT SIDNEY, Ripley, Derby, Jeweller Derby Pet Oct 1 Ord Oct 11
 CRESWELL, JAMES RICHARD, Portfield, Chichester, Licensed Victualler Brighton Pet Oct 9 Ord Oct 9
 DAVIES, DAVID Llangeler, Carmarthen Carmarthen Pet Oct 11 Ord Oct 11
 DAVIS, ISAAC, Nunhead in Greenwich Pet Oct 9 Ord Oct 9
 DENT, WILLIAM CHARLES, and CHARLES SHERMAN Gainsborough, Coach Builders Lincoln Pet Oct 9 Ord Oct 9
 DILLISTONE, FRANK WILLIAM, Canterbury, Jeweller Canterbury Pet Sept 24 Ord Oct 10
 EDWARDS, CHARLES JAMES, Borough rd, Publican High Court Pet Sept 5 Ord Oct 10
 FARRER, GEORGE BURNBY, Commission Agent Burnley Pet Oct 11 Ord Oct 11
 FORBES, WILLIAM Burnley, Tobaccoist Burnley Pet Oct 9 Ord Oct 9
 GIBBS, SAMUEL Richmond rd, Earl's Court, Family Butcher High Court Pet Sept 18 Ord Oct 9
 GOODE, JOHN, Rochdale, Commission Agent Rochdale Pet Sept 6 Ord Oct 9
 HADLER, EDWARD East Farleigh, Kent, Builder Maidstone Pet Oct 9 Ord Oct 9
 HARTWELL, WILLIAM LEIGH FARM, Somerset, Farmer Taunton Pet Oct 11 Ord Oct 11
 HAYWARD, ARTHUR, Southend on Sea, Furniture Remover Chelmsford Pet Oct 9 Ord Oct 9
 HILL, STEPHEN RAWLINSON, Westcliff on Sea High Court Pet Aug 19 Ord Oct 8
 HOAR, CHARLES EDWARD, Blackpool, Artist Preston Pet Oct 10 Ord Oct 10
 JENKINS, EDWARD THOMAS, St Grimaby, Photographer St Grimaby Pet Oct 7 Ord Oct 7
 JEWELL, GEORGE SOWDEN, St Austell, Cornwall, Smith Truro Pet Oct 11 Ord Oct 11
 JONES, JOHN BUTTER Moss Side, Manchester, Grocer Manchester Pet Sept 23 Ord Oct 9
 JORDAN, WILLIAM JONES, King's Heath Worcester, Plumber Birmingham Pet Oct 4 Ord Oct 10
 KIRK, ALBERT, Wandsworth, Beer Retailer Wandsworth Pet Aug 19 Ord Oct 9

LANE, ADOLPH, Southampton row, Fine Art Glider High Court Pet Aug 16 Ord Oct 10
 LAWRENCE, LEOPOLD JAMES, Fulham, Cabinet Maker High Court Pet Oct 4 Ord Oct 9
 MARSHALL, THOMAS, Aldham, Furniture Dealer Oldham Pet Sept 16 Ord Oct 10
 MARSDEN, THOMAS Walsall, Greengrocer Walsall Pet Oct 10 Ord Oct 10
 MELLER, JOHN FRANK, Maidstone, Butcher Maidstone Pet Oct 11 Ord Oct 11
 MELLOR, JOHN WILLIAM, Sandbach, Fruiterer Macclesfield Pet Oct 9 Ord Oct 9
 PEACOCK, LUKE, and ARTHUR PEACOCK, Kingswood, Glos, Boot Manufacturers Bristol Pet 8-18 Ord Oct 9
 PICKUP, JAMES HENRY, Whitefield, Lancs Bolton Pet Oct 11 Ord Oct 11
 PRINCE, ALBERT EDWARD, and JAMES BEDFORD SKILLARS, Longwood, nr Huddersfield, Shoddy Manufacturers Huddersfield Pet Oct 10 Ord Oct 10
 PRITCHARD, WILLIAM ELLIS, Cricketh, Carnarvon Fort-in-doe Pet Oct 10 Ord Oct 10
 RADFORD, BENJAMIN, Heckmondwike Dewsbury Pet Oct 10 Ord Oct 10
 RAYMOND, WALTER, Kingston upon Hull, Timber Merchant Kingston upon Hull Pet Oct 10 Ord Oct 10
 RICHARDS, HENRY, Abergwynd, Glam, Collier Neath Pet Oct 11 Ord Oct 11
 ROBERTS, ANN, and MARGARET ROBERTS, Morecambe, Lodging house-keepers Preston Pet Oct 9 Ord Oct 9
 SHAW JOHN WILLIAM, Nelson, Tobaccoist Burnley Pet Oct 11 Ord Oct 11
 SHALLMAN JAMES, Linton, Hereford, Blacksmith Hereford Pet Oct 10 Ord Oct 10
 SMITH, CHARLES THOMAS, Mile End rd, Boot Dealer High Court Pet Aug 28 Ord Oct 11
 SMITH, WILLIAM GEORGE, Norwich Norwich Pet Oct 11 Ord Oct 11
 STADEN, GEORGE WILLIAM, Lewes, Licensed Victualler Lewes Pet Sept 18 Ord Oct 11
 TILBURY, ALBERT HARRY, Willenden, Builder High Court Pet Sept 4 Ord Oct 8
 WALLIS, EDWIN JOHN, Cambridge, Estate Agent Cambridge Pet Oct 9 Ord Oct 9

WATKINS, HORACE, Hallow, Worcester, Baker Worcester Pet Sept 18 Ord Sept 24
 YOUNG, JAMES, Birmingham, Bottler Birmingham Pet Sept 8 Ord Oct 10

Amended notice substituted for that published in the London Gazette of Sept 12:

ROWLEY, NEWTON LOUIS, Longton, China Manufacturer Stoke upon Trent Pet Aug 16 Ord Sept 10

Amended notice substituted for that published in the London Gazette of Oct 7:

GILBERT, FRED, Leeds, Baker Leeds Pet Sept 11 Ord Oct 8

ADJUDICATION ANNULLED.

DOUGLAS-WILLAN, ROBERT, Clifton Bristol Bristol Adj. Jan 18, 1901. Annul Sept 23, 1901

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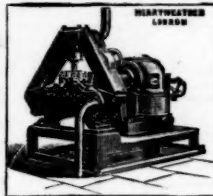
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DEPARTMENT OF LAWS.

The Law Session opens on Monday, October 20th, and the respective classes will begin as follows:—
 Jurisprudence—Professor A. F. MURISON, M.A., LL.D.; October 20th, at 6 p.m.
 Roman Law—Professor A. F. MURISON, M.A., LL.D.; October 10th, at 7 p.m.
 English Law—Professor W. J. WHITTAKER, M.A., LL.B.; October 2nd, at 6 p.m.
 Industrial and commercial Law—Professor W. J. WHITTAKER, M.A., LL.B.; October 20th, at 7 p.m.
 Constitutional Law and history—Professor W. J. WHITTAKER, M.A., LL.B.; October 2nd, at 7 p.m.
 Comparative Law—Professor J. MACDONELL, M.A., LL.D., O.B. (Quaile Professor); October 21st, at 6 p.m.
 Indian Law—Professor J. W. NELL; October 21st, at 7 p.m.

Particulars of fees, prizes, and of the Joseph Hume Scholarship may be obtained on application to the secretary. The lectures of the Quale Professor are open to the public without fee.

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This Association consists of Solicitors residing and practising in the Metropolis or within the Bills of Mortality, and its objects are (amongst others)

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This Stock will be in addition to, and will rank *pari passu* with the Bristol Corporation 3 per cent. Redeemable Stock already existing.

The Stock will be re-deemed at par on the 8th June, 1903, but may be redeemed at par at the option of the Corporation, on or after the 8th June, 1903, upon three calendar months' notice having been given by public advertisement, should the same not have been previously cancelled either by purchase in the open market, or by agreement with the Stockholders.

The Books of the Bristol Corporation 3 per cent. Stock are kept by the Bank of England in London, but arrangements have been entered into whereby assignments and transfers may be made at the Bristol Branch of the Bank.

Transfers will be free of Stamp Duty.

Applications, which must be accompanied by a deposit of £5 per cent., will be received at the Chief Cashier's Office, and at the Dividend Pay Office (Rotunda) Bank of England, Threadneedle Street, London, E.C., or at the Bristol Branch of such Bank. In case of partial allotment the balance of the amount paid as deposit will be applied towards the payment of the first instalment, should there be a surplus after making that payment, such surplus will be refunded by cheque.

Applications must be for multiples of £10, but the Stock once subscribed will be transferable in any sums which are multiples of a penny, as in Annals. No allotment will be made of a less amount than £10 Stock.

The dates at which the further payments on account of the Loan will be required are as follows:—

On Thursday, 6th November, 1902, 23 per cent.
On Thursday, 27th November, 1902, 23 per cent.

On Thursday, 11th December, 1902, 23 per cent.; but the instalments may be paid in full, on and after the 6th November, under discount at the rate of 23 per cent. per annum. In case of default in the payment of any instalment at its proper date, the deposit and instalments previously paid will be liable to forfeiture.

Applications must be on printed forms, which can be obtained at the Chief Cashier's Office, Bank of England; at the Bristol Branch of the Bank of England; at all other Branches of the Bank of England; of Messrs. Mulren, Marshall & Co., 4, Lombard Street, London, E.C.; or of the City Treasurer, the Council House, Bristol.

The List of Applications will be closed in London on, or before, Wednesday, the 22nd October, 1902, and in Bristol on, or before, Tuesday, the 21st October, 1902.

Bank of England, 14th October, 1902.

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